



Edmund G. Brown Jr.  
Governor

Matthew Rodriguez  
Secretary for Environmental Protection

**REQUEST FOR PROPOSAL (SECONDARY METHOD)  
Notice to Prospective Proposers  
RFP No. 17EPA005**

December 7, 2017

You are invited to review and respond to this Request for Proposal (RFP) No. **17EPA005**, titled, **“Water-Energy Greenhouse Gas Nexus Registry”**. In submitting your proposal, you must comply with the instructions found herein.

This RFP is published online in the California State Contracts Register (CSCR) at: <https://caleprocure.ca.gov/pages/index.aspx>. To ensure receipt of any addenda to this RFP that may be issued, interested parties are encouraged to register online at: <https://caleprocure.ca.gov>.

The California Environmental Protection Agency (CalEPA) deadline for receipt of proposals is **January 17, 2018, no later than 3:00 p.m. Pacific Daylight Time (PDT)**. Neither late received, faxed, or emailed proposals are acceptable. **All late, faxed, and emailed proposals will be rejected** and returned to the potential Proposer. Sealed proposals must be received on or before the date and time specified herein at the following location:

**Mailing and Street Address:**

California Air Resources Board  
Contract Services Section  
Attn: Wayne Roberson  
1001 I Street, 20<sup>th</sup> Floor  
Sacramento, CA 95814

You are advised that you are responsible for ensuring that your proposal is received by the above listed contact person by the time and date required. Any proposal reaching the contact person after the deadline date and time will be returned unopened.

In the opinion of the California Environmental Protection Agency this RFP is complete and without need of explanation. However, if you have questions, notice any discrepancies or inconsistencies, or need any clarifying information, contact person listed below. **All questions must be submitted in accordance with the RFP instructions contained herein and sent via email directly to the below listed contact person and not through the Cal eProcure system.**

Contact: Wayne Roberson  
Phone: (916) 322-8452  
Email: [wayne.roberson@arb.ca.gov](mailto:wayne.roberson@arb.ca.gov)

We appreciate your interest in this project and hope to receive a proposal from you if this is within your area of expertise.

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## **I. PURPOSE / BACKGROUND / SCOPE OF WORK:**

### **A. Purpose**

This request for proposal (RFP) is to solicit competitive proposals from experienced and qualified contractors to complete tasks identified by the California Environmental Protection Agency (CalEPA) to provide the development of a registry for greenhouse gas (GHG) emissions resulting from the water–energy nexus using the best available data for voluntary use from entities doing business with the state. The objective of this contract is to conduct research, evaluate information needs and gather data that will be used for the development of a business case study and outreach program plan.

This is a thirty-six (36) month contract a budget amount of \$1,500,000. Proposals exceeding this amount may be deemed non-responsive and ineligible for award.

### **B. Background**

Assembly Bill 32 ("AB 32", Nunez, Pavley, 2006) requires California (or "the State") to reduce GHG emissions to the levels they were in 1990 by the year 2020. Senate Bill 32 ("SB 32", Pavley, 2016) furthered that mandate by requiring the California Air Resources Board (CARB) to ensure that statewide GHG emissions are reduced by 40 percent below 1990 levels by the year 2030. To support these GHG reduction efforts, the legislature passed SB 1425, which requires CalEPA to oversee the development of a water-energy nexus registry.

The water-energy nexus registry will provide participating entities with a mechanism for documenting GHG emissions reductions, with third-party verification, as a way of tracking their progress in meeting corporate or community sustainability goals and promoting their efforts for sound environmental business practices to foster positive public relations.

The water-energy nexus registry will also develop and approve protocols for quantifying GHG emissions related to water use or conveyance. The approved protocols may then be used to estimate GHG reductions resulting from future water conservation projects. The transportation, processing, heating, use, and disposal of water is responsible for significant portions of California's electricity and natural gas consumption. As GHG emission targets get more stringent, the impact of water consumption will only grow in significance. At the same time, the energy intensity and GHG impact of a given volume of water can vary significantly from location to location due to variations in water transportation requirements, geography, and processing needs. These variations can make it challenging for water users to accurately account for GHG emission impacts.

### **C. Scope of Work**

CalEPA is seeking a Contractor to develop a registry for GHG emissions resulting from the water-energy nexus using the best available data for voluntary use from entities doing business within the state. The Contractor shall help various entities in California to establish emissions baselines, encourage voluntary actions to increase energy efficiency and reduce GHG emissions, and recognize, publicize, and promote participants in the registry.

See **Attachment 10**, Draft Standard Agreement, for more detailed information.

## II. PROPOSAL REQUIREMENTS (GENERAL) AND INFORMATION

This section contains instructions for the submission of your proposal. It is the responsibility of the Proposer to carefully read and follow all proposal requirements within this RFP. Compliance with the RFP instructions is mandatory for your proposal to be considered for award. Failure to comply with the RFP instructions may cause your proposal to be deemed non-compliant and non-responsive, thus, ineligible for award.

### A. Key Action Dates

Below is the tentative time schedule for this RFP. CalEPA reserves the right to modify the RFP and/or change the date and time at its sole discretion, prior to the date fixed for submission of proposals, by the issuance of an addendum that will be posted on the California State Contracts Register (CSCR) at: <https://caleprocure.ca.gov>.

1. CalEPA reserves the right to modify or cancel in whole or any part of this solicitation.
2. Clarifications to the solicitation will only be provided in the form of a written addendum to all Proposers.

Key Actions	Dates	Time
RFP available to Prospective Proposers	December 7, 2017	N/A
Written Questions Submittal Deadline	December 15, 2017	5:00 p.m.
Questions and Answers Addendum Posted	December 22, 2017	N/A
<b>Final Date for Proposal Submission/Receipt by CalEPA</b>	<b>January 17, 2018</b>	<b>3:00 p.m.</b>
Complete Evaluation of Proposals	January 24, 2018	N/A
Posting of Intent to Award Notice(s) (Notice is posted for five days)	February 1, 2018	N/A
Contract forms sent to Successful Proposer	February 8, 2018	N/A
Signed Contracts returned to CalEPA for counter signature	February 15, 2018	N/A
Contract Approved & Executed – work begins	March 1, 2018	N/A
Project Complete	February 28, 2021	N/A

Key Action Dates listed above are estimates only, and subject to change at CalEPA's sole discretion. No work shall begin until all required approvals and signatures, including the Department of General Services (DGS) Office of Legal Services (OLS) if applicable, are obtained.

### B. Questions Regarding RFP Requirements

All questions or concerns related to the RFP requirements must be directed electronically to:

CalEPA c/o California Air Resources Board  
Contract Services Section  
Contact: Wayne Roberson  
Email: [wayne.roberson@arb.ca.gov](mailto:wayne.roberson@arb.ca.gov)

Questions must be received by the date and time specified under Section II.A. Key Action Dates. Answers to all questions submitted will be in the form of an addendum posted to the CSCR website <https://caleprocure.ca.gov/pages/index.aspx> by the date and time specified under Section II, A. Key Action Dates. Please note that no verbal information given will be binding upon the State unless such information is issued in

writing as an official addendum to all parties/participants. All questions must be submitted referencing the RFP number in the subject line, directly to the above listed contact person **and not through the Cal eProcure system.**

### **C. General Proposal Requirements**

1. Proposals should provide straightforward and concise descriptions of the Proposer's ability to satisfy the requirements of this RFP. The proposal must be complete and accurate. Omissions, inaccuracies, or misstatements will be sufficient cause for rejection of a proposal.
2. Proposals must be submitted for the performance of all services described herein. Any deviation from the work specifications (Section III, Proposal Requirements and Attachment 10, Draft Standard Agreement, Exhibit A, Section C, Scope of Work) may cause a proposal to be rejected.

### **D. Submission of Proposals**

1. The original Proposal must be marked "ORIGINAL COPY." Submit five (5) copies of the proposal. **(There will be six (6) total, one (1) original plus five (5) copies).**

All additional proposal sets may be photocopies of the original package. Due to limited storage space, the proposal package should be prepared in the least expensive method.

Also to conserve paper, CalEPA requires double-sided pages, single or one-and-a-half spacing. Please do not include lengthy, oversized company brochures. Please do not include oversized tabs. Please do not submit an electronic copy of your proposal. Any extra items submitted with the proposal shall be clearly marked and identified as to the name of the Proposer and the RFP number. Any extra items provided in the original proposal must also be submitted with the copies of the proposal.

2. Proposals must be submitted no later than the date and time indicated under Section II. A. Key Action Dates and addressed as follows in item 3.

**Proposals received after this date and time will not be considered, and will be returned, unopened.**

3. Packaging/Mailing/Delivery Instructions

The proposal package/envelope must be plainly marked with the **RFP number and title, your firm name, address, and must be marked with "DO NOT OPEN"** (see sample below).

Responses to this RFP shall be submitted to CalEPA in one (1) sealed package/envelope containing the original and five (5) copies.

- a) One (1) sealed package/envelope containing the Technical Proposal and all other required elements along with the Cost Proposal.

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**ONE (single) SEALED PACKAGE/ENVELOPE**

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Proposer Name (Agency, Firm, Individual)

Complete Address

**RFP No. 17EPA003**

**Water-Energy Greenhouse Gas Nexus Registry**

**REQUEST FOR PROPOSAL: DO NOT OPEN**

CalEPA c/o California Air Resources Board  
Contract Services Section

Attn: Wayne Roberson, Contract Analyst  
1001 I Street, 20<sup>th</sup> Floor  
Sacramento, CA 95814

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- b) Proposals not submitted under sealed cover and marked as indicated may be rejected. If the proposal is made under a fictitious name or business title, the actual legal name of Proposer must be provided. Label (as instructed above), and mail or deliver package to the following location:

**MAIL OR DELIVER TO:**

CalEPA c/o California Air Resources Board  
Contract Services Section  
Attn: Wayne Roberson  
1001 I Street, 20<sup>th</sup> Floor  
Sacramento, CA 95814

- c) If your proposal is hand delivered, you must contact the contract analyst (Wayne Roberson, 916-322-8387), to ensure your proposal is received prior to Proposal Submittal Deadline indicated in Section II.A. Key Action Dates.
4. Each proposal will be reviewed to determine if it meets the proposal requirements contained in Section III, Proposal Requirements (Technical). Failure to meet the requirements for the RFP may be cause for rejection of the proposal.
  5. A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any or all proposals and may waive any immaterial deviation in a proposal. The State's waiver of immaterial defect shall in no way modify the RFP document or excuse the Proposer from full compliance with all requirements if the Proposer is awarded the Agreement.
  6. CalEPA may modify the RFP up to the specified time of the date fixed for submission of proposals by the issuance of an addendum to all parties who received a proposal package. Any addendum will be issued through Cal eProcure.
  7. The State reserves the right to reject all proposals.
  8. More than one (1) proposal from an individual, firm, partnership, corporation or association under the same or different names, will not be considered. Reasonable grounds for believing that any Proposer has submitted more than one proposal for the work contemplated herein will cause the rejection of all proposals submitted by that Proposer. If there is reason to believe that collusion exists among the Proposers,

none of the participants in such collusion will be considered, in this or future procurements.

#### **E. Modification and/or Withdrawal of Proposals**

1. A Proposer may modify a proposal after its submission by withdrawing its original proposal and resubmitting a new proposal prior to the proposal submission deadline. Proposer modifications offered in any other manner, oral or written, will not be considered.
2. A Proposer may withdraw its proposal by submitting a written withdrawal request to CalEPA signed by the Proposer or an agent authorized in accordance with Section II. G, titled "Signature." A Proposer may thereafter submit a new proposal prior to the proposal submission deadline. Proposals may not be withdrawn without cause subsequent to proposal submission deadline.

#### **F. Proposer Responsibilities**

1. Proposers should carefully examine the entire RFP, with special attention to the tasks and deliverables found in **Attachment 10**, Draft Standard Agreement, Exhibit A, Section C, Scope of Work. Proposers shall investigate obstacles that might be encountered. No additions or increases to the Agreement amount will be made due to the lack of careful examination of the requirements.
2. Before submitting a response to this RFP, Proposer(s) should review their response, correct all errors, and confirm compliance with the RFP requirements. It is the Proposer's responsibility to complete and submit all required attachments as listed on **Attachment 1**.
3. Costs incurred for developing proposals and in anticipation of award of the Agreement are entirely the responsibility of the Proposer and shall not be charged to CalEPA.
4. It is the **Proposer's responsibility** to promptly notify CalEPA's contract analyst identified in the solicitation in writing, either by letter, or email, if the Proposer believes that the solicitation is unfairly restrictive, contains errors or discrepancies, or is otherwise unclear. Notification **must be done immediately** upon receipt of the solicitation in order that the matter may be fully considered and appropriate action taken by CalEPA prior to the closing time set to receive solicitation responses. Such notification must be submitted no later than the question and answer period referenced in Section II.A, Key Action Dates. All such correspondence received after the question and answer deadline may not be considered.
5. Proposer is responsible to review, read, understand, and comply in full with the State's General Terms and Conditions along with the Contractor's Certification Clauses (CCCs) as listed at: <http://www.dgs.ca.gov/ols>.
6. Each proposal must constitute an irrevocable offer for a period of at least 180 working days after proposal submission.
7. The Proposer must provide evidence to show that members of the team possess the specific qualifications, competence, experience, resources, and business integrity necessary to carry out the work under the Agreement as expected. Examples of



evidence include, but are not limited to: resumes, letters of reference, project summaries that highlight the team's specific experience. Proposers must complete **Attachment 2**, Proposer References Form.

8. The Proposer must own and operate a legitimate business. If required by law, the Proposer must be registered and in good standing with the California Secretary of State. All businesses that are required to be registered with the California Secretary of State must be registered prior to date of Agreement award. Evidence of registration shall be submitted with the proposal.
9. In the event that any license(s) and/or permit(s) expire at any time during the term of this agreement, Proposer agrees to provide agency a copy of the renewed license(s) and/or permit(s) within thirty (30) days following the expiration date. In the event the Proposer fails to keep in effect at all times all required license(s) and permit(s), the State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.
10. It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code.

#### **G. Signature**

1. **All documents requiring signatures contained in the original proposal package must have original signatures.**
2. Only an individual who is authorized to bind the proposing firm contractually shall sign the required Cover Letter for the proposal. The signature must indicate the title or position that the individual holds in the firm. An unsigned proposal may be rejected.

#### **H. Disposition of Proposals**

Upon proposal opening, all documents submitted in response to this RFP will become the property of the State of California, and will be regarded as public records under the California Public Records Act (Government Code, Section 6250 et seq.) and subject to review by the public. The State cannot prevent the disclosure of public documents.

#### **I. Socio-Economic and Preference Programs**

##### **1. Disabled Veteran Business Enterprise (DVBE) Incentive – Optional**

This solicitation does not require a minimum amount of DVBE participation. However, you are strongly encouraged to either become certified, if eligible, or to subcontract a portion of the work to a certified DVBE. If a prime bidder is a certified DVBE or commits to subcontracting with DVBE(s), it may be eligible to receive a bid preference provided that the DVBE provides a commercially useful function as defined in California Code of Regulations, Title 2, Section 1896.61(I). For evaluation purposes only, the State shall apply an incentive to bids that propose California certified DVBE participation as identified on **Attachment 5**, titled Bidder Declaration GSPD-05-105 and confirmed by the State. Proposers claiming the DVBE incentive must complete and return the Disabled Veteran Enterprise Decelerations form found at:

<https://www.documents.dgs.ca.gov/pd/poliproc/STD-843FillPrintFields.pdf>

The incentive amount varies in conjunction with the percentage of DVBE participation offered. The minimum requirement is 1% with a maximum of 5% DVBE participation and the incentive will be equal to the participation offered as defined below:

Confirmed DVBE Participation of:	DVBE Incentive:
1% to 1.99% inclusive	1%
2% to 2.99% inclusive	2%
3% to 3.99% inclusive	3%
4% to 4.99% inclusive	4%
5% or Over	5%

## 2. Small Business (SB) or Microbusiness Preference (MB) – *Optional*

If Proposer is claiming the 5% certified SB or MB preference, or is committing to subcontract 25% or more of their net bid price to one of more Certified SB or MB (Non-small business preference [NSB]), list the firm names on **Attachment 5** (GSPD-05-105 Bidder Declaration) and attach a copy of the certification.

Additional References: <http://www.pd.dgs.ca.gov>

Questions regarding the certification approval process or the SB Program should be directed to the Department of General Services, Procurement Division at (800) 559-5529 or (916) 375-4940. For the 24-Hour Recording & Mail Request call (916) 322-5060.

SB, MB, or NSB Proposers using the SB preference shall be granted a preference consisting of 5% of the highest responsible bidder's total score.

## 3. Commercially Useful Function (CUF) Documentation

All Proposers, including subcontractor(s), that are doing business with the State and are certified as a SB and/or DVBE, must perform a CUF and shall meet the CUF requirements under GC section 14837(d) (4)(A) (i-v) (for SB) and Military and Veterans Code section 999(b)(5)(B) (i) (I-V) (for DVBE). **Attachment 11** shall be completed and included in the response packet. *(If the Proposer is not an SB/DVBE and is not subcontracting with an SB/DVBE, please place "N/A" on the document and submit as part of the Proposal.)*

## 4. Target Area Contract Preference Act (TACPA)

The TACPA preference will be granted for this solicitation. Proposers wishing to take advantage of this preference will need to review the following website and submit the appropriate response with their Proposal:

<https://www.documents.dgs.ca.gov/pd/poliproc/tacpapage.pdf>. Proposers seeking to obtain a TACPA preference must complete and submit the TACPA Preference Request, STD. 830, and DGS/PD 526 with their Proposal. The STD. 830 and DGS/PD 526 are available to download at the link provided above.

## 5. Preference and Incentive Application – Optional

- a. DVBE Incentive Points are factored by multiplying a Proposer's DVBE participation commitment percentage (%) by the total possible points that could be awarded (see Table 1 below). This amount is then added to the Proposer's **total points**. In the Table 2 sample below, Proposer B received a 60 point incentive (.05% commitment x 1200 total points available) which was added to its total points resulting in its proposal ranking as first in line for award. Proposer C's 2% commitment resulted in its receiving 24 incentive points, and making its proposal rank as second in line for award.
- b. SB Preference is calculated by multiplying 5% of the highest scoring NSB Proposer, and adding those points to SB Proposers and NSBs subcontracting 25% or more to a SB. In the Table 2 sample below, the calculation is based on Proposer B's 1155 points x .05 resulting in 57.75 additional points added to the certified SBs (A and C).
- c. Under the High Score Method, it is possible to displace a high point certified SB with the application of the DVBE Incentive.

**TABLE 1: HIGH SCORE METHOD SAMPLE**

Available points example using sliding scale:

Administrative: 200 points  
Technical: 400 points  
Cost: 600 points  
Total: 1200 points

Possible Maximum 60 points  
DVBE incentive calculated as follows:

	Confirmed DVBE Participation	Possible Points Calculation:
<b>A</b>	1% - 1.99% inclusive	1% X 1200 = 12
<b>B</b>	2% - 2.99% inclusive	2% X 1200 = 24
<b>L</b>	3% - 3.99% inclusive	3% X 1200 = 36
<b>E</b>	4% - 4.99% inclusive	4% X 1200 = 48
	5% and Higher	5% X 1200 = 60

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**TABLE 2: HIGH SCORE METHOD SAMPLE RESULTS**

Proposer	A	B	C
Responsive/Responsible	Yes	Yes	Yes
Total Points	1050	1155	1125
Eligible Preference	SB	None	SB
SB Preference Points	57.75	0	57.75
Applied			
Subtotal	1107.75	1155	1182.75
Rank	3	2	1
Confirmed DVBE Participation	No (0%)	Yes (5%)	Yes (2%)
Incentive Points Applied	None	60	24
Adjusted Points	1107.75	1215	1206.75
New Rank	3	1	2

### III. PROPOSAL REQUIREMENTS (TECHNICAL)

#### A. Proposal Requirements

**The proposal must contain the following components, information and documents outlined below.** Each requirement's location must be listed in the Proposal's Table of Contents. Also see Section II. D. Submission of Proposals, for general submittal details.

##### 1. Minimum Qualifications

The Proposer must provide a detailed response, outlining information as to how the Proposer meets each of the minimum qualifications. Proposals that do not meet the minimum qualifications will be determined non-responsive and ineligible for award.

- a. Proposer's shall be a qualified non-profit 501(c) (3) organization as defined by the United States Internal Revenue Code. A copy of the Proposer's current 501(c) (3) certification must be provided.
- b. Proposer's must have a minimum of eight (8) years of experience in all of the following areas:
  1. Designing and operating voluntary GHG emissions reporting programs.
  2. Assisting organizations in measuring, reporting, and verifying their operations' GHG emissions in order to manage and reduce emissions.
  3. Helping and encouraging any entity doing business in the State of California to register its emissions, including emissions generated outside of the State, on an entity-wide basis.
  4. Developing water-energy GHG guidance and methodology to quantify, compare, and analyze the GHG emissions embedded in delivered water.
  5. Assisting entities in the State to establish GHG emissions baselines, from which the entities can set their own GHG reduction targets.
  6. Facilitating streamlined data reporting for relevant entities already reporting to the Climate Registry as part of its voluntary corporate GHG emissions reporting program.
  7. Provide reporting protocols and calculation methods that result in standardized, comparable data that can be used for benchmarking and analysis.
  8. Encouraging a wide range of voluntary actions aimed at increasing water and energy efficiency and reducing the overall carbon intensity of the State's water system.

9. Offering GHG reporting and calculating software, training, and other tools that make it easier for participating entities to measure, report, verify and manage their emissions.
10. Working with water and energy utilities to quantify the embedded energy and carbon intensity of California water utilities.
11. Developing GHG reporting and verification protocols for use by entities in California.
12. A comprehensive public stakeholder process including previous experience working with state agencies, government agencies, industry representatives, regulatory agencies, individuals, organizations, and consultants.

## **2. Title Page**

The purpose of this page is to provide information needed by CalEPA administrative staff. It must contain the following items:

- a. The title of the proposal, which must be the same as the title of the RFP;
- b. The number of the RFP, 17EPA005; and
- c. The date of proposal.

## **3. Cover Letter / Letter of Commitment**

The cover letter must not be more than two (2) pages, in Arial size-12 point font or similar, and must include the following paragraph and the signature of the representative authorized to make the proposal on behalf of the firm:

"The enclosed proposal is submitted in response to the above referenced Request for Proposal 17EPA005, including any addenda. Through submission of this proposal we agree to all of the terms and conditions of the Request for Proposal, and agree that any inconsistent provisions in our proposal may result in a lower score, up to and including disqualification. We have carefully read and examined the Request for Proposal, and have conducted such other investigations as were prudent and reasonable in preparing the proposal. We agree to be bound by statements and representations made in our proposal."

This introductory letter must be on the company's letterhead and include the following information and statements:

- a. The name and address of your company (NOTE: You may use a post office box, but please provide your company's street address for our records);
- b. The name, email, and/or phone number for the Proposer's contact for CalEPA inquiries related to the proposal; and
- c. The name, title, and signature of a company official authorized to bind the proposal.

## **4. Table of Contents**

## 5. Summary

The abstract shall not be longer than one (1) page. Include a brief description of the proposed project briefly summarizing the main point of the various sections of the proposal, including the features and benefits of the proposal.

## 6. Required Attachments

The Technical Proposal must include all of the completed attachments listed in **Attachment 1**, Required Attachment Checklist.

## 7. References

Each Proposer must provide at least three (3) references for detailing previous experience related to the goals and objectives outlined in the RFP.

References must be provided using **Attachment 2**, Proposer References Form.

**Submission of this attachment is mandatory.** Failure to fully complete and return this attachment with your proposal may cause your proposal to be rejected and deemed non-responsive. **Attachment 2** may be copied for additional references.

## 8. Subcontracts/Subcontractors

If subcontractors are to be used, the Proposer must include in the Technical Proposal, a description of each person or firm and the work to be done by each subcontractor. Please use **Attachment 5**, Bidder Declaration Form (GSPD 05-105), to list all subcontractors used for this project. All subcontracts must be approved by CalEPA, and no work shall be subcontracted without the prior written approval of the State. The cost of the subcontract work is to be itemized in the Cost Proposal as described below in the section entitled Cost Proposal Requirements, and not in the Technical Proposal.

## 9. Technical Portion

The technical portion of the Proposal must include a written response to all scoring elements listed in the sample Proposal Evaluation form, Section IV.B.3 and must include the following:

### a. Management Plan

The Proposer shall provide a project management plan including the management structure and project organization. The Proposer shall provide an operational management plan that spells out sequence and relationships of major steps, and methods for performing the actual work and includes methods to measure project progress against plan. The Proposer shall designate, by name, the Project Manager to be employed. The selected Proposer shall not cause the substitution of the Project Manager without prior written approval of the State. Proposers should include methods to measure project progress against the project management plan to maintain project schedule.

**b. Methodology (Approach to Work)**

The Proposer shall describe their methodology and approach to the work, identify specific techniques and methodologies that will be used and specific administrative and operational management expertise that will be employed in order to accomplish the tasks listed in this RFP under **Attachment 10**, Draft Standard Agreement, Exhibit A, Section C, Scope of Work. Proposer shall consider the California Global Warming Solutions Act of 2006's GHG emissions accounting methodologies when calculating emissions data. Reference links below:

- AB 32: The California Global Warming Solutions Act of 2006:  
<https://www.arb.ca.gov/cc/docs/ab32text.pdf>
- The General Reporting Protocol: <https://www.theclimateregistry.org/wp-content/uploads/2014/11/General-Reporting-Protocol-Version-2.1.pdf>

Proposer shall indicate how skills developed in previous related work will be applied to the work described in this RFP. The Proposer should demonstrate knowledge and have the ability to effectively perform data collection and demonstrate reporting systems. Proposer should provide an overview of required tasks and expected outcomes.

Proposer must demonstrate the logic and feasibility of the methodology and proposal.

Proposer shall outline the sequence and major steps, and methods for performing the actual work. Proposer should show that their technical approach is completely responsive to all written specifications and requirements by addressing the following, (see **Attachment 10**, Draft Standard Agreement)

**c. Work Plan and Work Schedule**

The Proposer shall develop a Work Plan and Work Schedule for task completion. The Work Plan and Work Schedule shall identify each major task, necessary subtask, and milestones by which progress can be measured and payments made. The Work Plan shall specify the estimated hours to accomplish each task and the Work Schedule shall provide the responsible party for performing the tasks and anticipated dates of completion. The Work Plan and Work Schedule must reflect the total project timeline of thirty-six (36) months. The Work Plan shall indicate how the supervision and oversight will be conducted for ensuring that the project will remain on schedule and that the distribution of workload is appropriate for activities. See **Attachment 10**, Draft Standard Agreement, and Section C, Scope of Work, for details on the tasks required. A sample work schedule format is provided below:

Task	Description	Responsible Party (Prime or Subcontractor)	Completion Date
1. a-j.	Recruitment and Participation		Ongoing through life of contract.
2. a-c.	Public Stakeholder Process		Three (3) months from contract award date through contract end date.
3. a-b.	Public Disclosure		Ongoing through life of contract.
4. a-d.	Training		Three (3) months from contract award date through contract end date.
5. a.	Reporting		Quarterly through life of contract.
5. b.	Draft Final Report		One (1) month from contract end date.
5. b.	Final Report		Ten (10) business days prior to contract end date.

**d. Personnel / Experience / Work Samples**

For this criterion, reviewers will rate the Proposer's experience in and breadth of knowledge in outreach, registry development and demonstration of reporting systems. The Proposer shall demonstrate prior related experience in data collection and methodology related to GHG emissions as outlined in **Attachment 10**, Draft Standard Agreement, Exhibit A, Section C, Scope of Work. The Proposer shall indicate how skills developed in previous related work will be applied to the development of this project.

The Proposer shall list key members (specify staff name) who will be working on the project. Include their titles, qualifications, a summary of similar work or studies performed, a resume for each technical staff person, a statement indicating how many hours each professional will be assigned to the agreement and what tasks each professional will perform. The selected Proposer shall not cause key members of the project team to be substituted without prior written approval of the State. Key members are those with technical knowledge and skills to complete the requirements of the project.

The Proposer shall provide samples of previous completed work that required the use of similar methodology. A minimum of one (1) work sample and no more than three (3) must be provided that demonstrates they have the required experience.



#### **e. Page Headers and Page Numbering**

All pages of the Technical Proposal, including cover pages, Table of Contents, references and resumes, shall have the following header and page numbering format in the upper right-hand corner:

**Technical Proposal**  
**RFP No. 17EPA005**  
**Exhibit A, Attachment 1**  
**Page ## of ##**

#### **B. Cost Proposal Requirements**

The cost breakdown (Cost Proposal) shall be included in the Technical Proposal. Cost Proposals shall include the following required information: Budget, and Preference Program Documents (See Section II.I., Socio-Economic and Preference Programs) and at a minimum, all information listed in Cost Detail (below). Proposers must use the **Attachment 9**, Sample Contractor Cost Sheet and **Attachment 9A** Sample Subcontractors Cost Sheet.

The total Cost Proposal amount must be for all tasks specified in the scope of the project, including work done by subcontractors, and all related overhead or indirect costs. Except as noted, Proposer is responsible for all logistics and costs incurred by Proposer or other program participants, including, but not limited to, travel costs, salaries, benefits, leases, taxes, overhead and indirect costs, and meeting costs. Failure to provide detailed costs by proposer/subcontractor and by task may result in the disqualification of the Proposer's proposal.

Although the Proposer may use their own budget format, all of the Cost Proposal requirements identified in Section B must be included in the Proposer's format. Detailed costs must correlate with the tasks set forth in Attachment 10. All key members listed in the Work Plan must be listed in the Cost Proposal. For a sample Contractor Cost Sheet see Attachment 9 and Subcontractor Cost Sheet Attachment 9A.

No costs, direct or indirect, shall be omitted from the Cost Proposal. Computations must accurately compute and calculated to the exact cent (expressed in dollars to two (2) decimal places).

The following statement must be included in the Proposer's Cost Proposal: "The costs/rates must be reasonable. Any proposed costs submitted by the Proposer's that are not included in the total amount for the overall contract as stated on the Cost Proposal, are not binding on CalEPA, or the State of California, and the Proposer will be legally bound to fully perform all work for the total amount stated and absorb such amounts not included."

Every component of the cost is subject to cost reasonableness. If any portion of the cost is not considered reasonable, then the entire proposal may be rejected.

**CalEPA's budget for the proposed contract is limited to \$1,500,000** for thirty-six (36) months. Proposals exceeding this amount will be deemed non-responsive and ineligible for award. Proposers shall submit a cost proposal for all tasks described in **Attachment 10**, Draft Standard Agreement.

## **1. Cost Detail**

- a. Itemized Tasks** – Using **Attachment 9**, Contractor Cost Sheet, provide firm-fixed costs for specific tasks listed in **Attachment 10**, Draft Standard Agreement, Exhibit A, Section C, Scope of Work.

For all tasks, the Proposer must include items such as labor, personnel, subcontractors, travel, meetings, materials, reports, and tax, if applicable, as necessary to perform and complete the tasks on the Contractor's Cost Sheet, **Attachment 9**.

- b. Subcontracts / Subcontractors** – If subcontractors are to be used, the Proposer must include in the Technical Proposal, a description of each person or firm and the work to be done by each subcontractor. Please see **Attachment 5**, Bidder Declaration Form, to be completed and signed by all Proposers.

## **2. Page Headers and Page Numbering**

All pages of the Cost Proposal; the Bidder Declaration Form GSPD-05-105 (**Attachment 5**); and, if applicable, any forms pertaining to socio-economic preferences (small business, DVBE), shall have the following header and page numbering format in the upper right-hand corner:

**Cost Proposal**  
**RFP No. 17EPA005**  
**Exhibit B, Attachment 1**  
**Page # of ##**

## **IV. Evaluation, Selection, and Award**

### **A. Administrative Evaluation (Phase 1)**

CalEPA will conduct an administrative evaluation in accordance with the RFP requirements to determine a Proposer's responsiveness and responsibility. Each proposal will be checked for completeness and/or absence of all required information and to ensure that the Proposer meets the minimum qualifications in conformance with the submission requirements. During evaluation period, if an item is unclear, or needs further clarification, Proposers may be requested to provide additional documentation.

## B. Technical Evaluation (Phase 2)

CalEPA will also conduct an evaluation of the Technical Proposal by an evaluation panel consisting of CalEPA employees. If deemed necessary, independent academic, technical or policy experts may be called upon to answer any specific questions regarding the responses to the RFP. These individuals will not participate in the scoring process.

### 1. Scoring Criterion Guidelines

**NOTE: There will be no individual sheets, no written scores, and no written notes. There will be one final score sheet for each bidder.**

The Proposal Evaluation Form in Section IV.B.3 contains the scoring criteria that will be used by reviewers evaluating proposals submitted in response to this RFP. The evaluation team shall determine a consensus score for each item, based on the team's verbal discussion of each Proposer's responses. To determine the consensus score, evaluators will meet either in person or by teleconference to discuss in detail the strengths, weaknesses, and ratings of each proposal to determine scores. The evaluation team will carefully review and discuss the completeness of the Proposer's response, as well as clarity of documentation presented in the proposals submitted in response to this RFP.

### 2. Cost Points (30 points)

Proposers may achieve a maximum of 30 cost points. This criterion allows staff to evaluate and compare the budgets of each proposal relative to those of its competitors. The budgeted amount is the maximum allowable amount by CalEPA for this contract (Section III.B). Any proposals submitted that are over the expected expenditure/budgeted amount will be disqualified.

The technically qualified proposal that has the lowest cost will be given a maximum score of 30 for this criterion.

All other technically qualified proposals will be calculated based on the ratio of the lowest cost proposal to the bidder's cost, multiplied by the maximum number of cost points available (30), as shown in the example below:

$$\frac{\text{Lowest Total Cost Bid}}{\text{Bidder Total Cost}} \times \text{Total Cost Points Available}$$

Example: To help illustrate this process, refer to the Cost Evaluation Methodology Example table below for the cost score calculation process. Cost figures in this example explain the cost calculations and have no other significance.

### Cost Evaluation Methodology Example

Bidder	Grand Total Cost	Calculation	Cost Points Awarded
A	\$350,000	$\$300,000/\$350,000 \times 30$	26
B	\$325,000	$\$300,000/\$325,000 \times 30$	28
C	\$300,000	$\$300,000/\$300,000 \times 30$	30

### Final Scoring Methodology Example

Bidder	Technical Score	Cost Score	Total Points Awarded
A	81	26	107
B	86	28	114
C	92	30	122

In this case, the highest scored proposal from Bidder C would be the intended awardee.

Preferences will be applied as required to eligible proposals. Please see Section II.I. Socio-Economic and Preference Programs.

The evaluation team will abide by the following Scoring Criterion Guidelines for the Technical Evaluation Scoring Criteria below:

Possible Points	Interpretation	Explanation for Percentage Points
0%	Inadequate	Response does not include or fails to address the requirements being scored. The omission(s), flaw(s), or defect(s) are significant and unacceptable.
30%	Barely Adequate	Response addresses the requirements being scored, but there are one or more omissions, flaws, or defects or the requirements are addressed in such a limited way that it results in a low degree of confidence in the proposed solution.
80%	Good	Response fully addresses the requirements being scored with a good degree of confidence in the Applicant's response or proposed solution. No identified omission(s), flaw(s), or defect(s). Any identified weaknesses are minimal, inconsequential, and acceptable.
100%	Excellent or Outstanding	Response fully addresses the requirements being scored with a high degree of confidence in the Applicant's response or proposed solution. Applicant offers one or more enhancing features, methods or approaches exceeding basic expectations.

The Proposal Evaluation criteria listed specifies the total number of points available for each requirement. Using the Scoring Methodology, the evaluation team will determine the percentage of points to be awarded to each requirement, and multiply that percentage by the total number of points available for that requirement to determine the score.

### 3. Proposal Evaluation Form

MINIMUM QUALIFICATIONS	Yes	No
Proposer is a 501 (c) (3) organization.		
Proposer has a minimum eight (8) years of experience in all the following areas:		
Designing and operating voluntary GHG emissions reporting systems.		
Assisting organizations in measuring, reporting, and verifying their operations' GHG emissions in order to manage and reduce emissions.		
Helping and encouraging any entity doing business in the State of California to register its emissions, including emissions generated outside of the State, on an entity-wide basis.		
Developing water-energy GHG guidance and methodology to quantify, compare, and analyze the GHG emissions embedded in delivered water.		
Assisting entities in the State to establish GHG emissions baselines, from which the entities can set their own GHG reduction targets.		
Facilitating streamlined data reporting for relevant entities already reporting to the Climate Registry as part of its voluntary corporate GHG emissions reporting program.		
Provide reporting protocols and calculation methods that result in standardized, comparable data that can be used for benchmarking and analysis.		
Encouraging a wide range of voluntary actions aimed at increasing water and energy efficiency and reducing the overall carbon intensity of the State's water system.		
Provide existing GHG reporting and calculating software, training, and other tools that make it easier for participating entities to measure, report, verify and manage their emissions.		
Working with water and energy utilities to quantify the embedded energy and carbon intensity of California water utilities.		
Developing GHG reporting and verification protocols for use by entities in California.		
A comprehensive public stakeholder process including previous experience working with state agencies, government agencies, industry representatives, regulatory agencies, individuals, organizations, and consultants.		
Developing and implementing GHG reporting protocol and guidance materials. The guidance must outline GHG accounting policies and calculation methodologies for the majority of GHG sources, particularly those originating from the water-energy nexus.		
<b><i>If minimum qualifications are NOT met, STOP HERE</i></b>		
<b>1. CLARITY AND ORGANIZATION OF PROPOSAL</b>	<b>Points</b>	<b>Points</b>

	<b>Available 5</b>	<b>Awarded</b>
The proposal is presented in a clear, organized manner that facilitates the evaluation process.	5	
<b>2. MANAGEMENT PLAN</b>	<b>Points Available 5</b>	<b>Points Awarded</b>
Proposer provides a clear project management plan including structure and project organization and demonstrates the logic and feasibility of the methodology and technical proposal.	3	
The Proposer provides an operational management plan that spells out sequence and relationships of major steps, and methods for performing the actual work and includes methods to measure project progress against plan.	2	

<b>3. METHODOLOGY (APPROACH TO WORK)</b>	<b>Points Available 35</b>	<b>Points Awarded</b>
Proposer demonstrates experience and competence in completing performance of data collection and a business case study of similar complexity and scope. Proposer indicates how skills developed in previous related work will be applied to the work described in this RFP.	10	
Proposer describes in detail methodology and approach to the work used to accomplish all required tasks.	5	
Proposer identifies the methodology and specific techniques that will be used and expertise that will be employed for all tasks.	5	
Proposer includes the following components: <ul style="list-style-type: none"> <li>• The California Global Warming Solutions Act of 2006 GHG emissions accounting methodologies.</li> <li>• The guidance must outline GHG accounting policies and calculation methodologies for GHG sources. Particularly those originating from the water-energy nexus.</li> <li>• The geographical distribution in California.</li> <li>• Safety Plan</li> </ul>	15	

4. WORK PLAN AND WORK SCHEDULE	Points Available 10	Points Awarded
Proposer submits a Work Plan and Work Schedule in detail to clearly indicate how the Proposer intends to allocate time and resources in order to complete the goals and objectives outlined in Attachment 10, Exhibit A, Draft Standard Agreement.	3	
Proposer identifies each major task, necessary subtasks and milestones by which progress can be measured and payments made, including number of hours and completion dates of tasks.	5	
Proposer indicates how the supervision and oversight will be conducted for ensuring that the project will remain on schedule and that the distribution of workload is appropriate for all tasks.	2	
5. PERSONNEL/EXPERIENCE/WORK SAMPLES	Points Available 15	Points Awarded
Proposer accounts for personnel who will be working on the project including their titles, qualifications, summaries of similar work or studies performed; resumes were submitted for each professional; statement submitted indicating the tasks that each professional will perform.	3	
Proposer demonstrates experience and breadth of knowledge in analysis and case studies. Proposer demonstrates prior related experience and abilities in data collection and business case studies as outlined in Attachment 10, Exhibit A, Draft Standard Agreement.	5	
The Proposer indicates in detail how previous experience and skills developed in previous related work will be applied to the work described in the Scope of Work.	5	
Proposer provides one (1) to three (3) work samples to demonstrate they have the required experience.	2	
6. COST	Points Available 30	Points Awarded
This criterion allows staff to evaluate and compare the budgets of each proposal relative to those of its competitors. The technically qualified proposal that has the lowest cost will be given a maximum score of 30 for this criterion.	30	
TOTAL POINTS	Maximum Available 100	Score

### **C. Proposal Rejection**

1. Proposals must be submitted for the performance of all the services as described herein. Any deviation from the RFP will not be considered and may cause a proposal to be rejected.
2. Proposals must be complete in all respects as required by the RFP. A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State does not accept alternate contract language from a prospective contractor. A proposal with such language will be considered a counter proposal and may be rejected.
3. CalEPA reserves the right to reject any or all proposals for any reason.
4. Proposals that contain false or misleading statements, or which provide references, that do not support an attribute or condition claimed by the proposal, may be rejected. If, in the opinion of the State, such information was intended to mislead the State in its evaluation of the proposal, and the attribute, condition, or capability is a requirement of this RFP, it will be the basis for rejection of the proposal.
5. Proposals received past the due date and time specified in Section II. A. "Key Action Dates" will be deemed non-responsive and rejected. Under no circumstances will any proposals be accepted past the date and time stated in Section II.A. All such proposals received past the date and time will not be accepted, and will be returned, unopened.

### **D. Selection**

1. Award, if made, shall be made to the responsive and responsible bidder with the highest scored proposal, within the allocated budget meeting or exceeding the minimum qualifications.
2. If no proposals are received containing bids offering a price, which in the opinion of the CalEPA is a reasonable price, CalEPA is not required to award an Agreement (Public Contract Code 10344 (d)).
3. The prospective Contractor is advised that should this RFP result in an award of an Agreement, the Agreement will not be in force and no work shall be performed until the Agreement is fully approved by the State and the Contractor is notified by the CalEPA Project Manager to begin work.
4. The Agreement shall be signed by the selected Proposer and returned within (10) ten working days of receipt. If the selected Proposer refuses or fails to execute the contract, CalEPA may award the Agreement to the Proposer with the second highest score.



## E. Notice of Proposed Award

1. Notice of the proposed award shall be posted in a public place in the lobby on the 1st Floor of the CalEPA building at 1001 I Street, Sacramento, California, and online at: <https://www.arb.ca.gov/personnel/contracts/contractsoutside.htm> for five (5) working days prior to awarding the Agreement.
2. Proposers have the right to protest the proposed award subject to the following processes and procedures.
3. Proposers may protest by filing a notice of protest with CalEPA and DGS, Office of Legal Services.
4. Protest notices should contain full contact information, including a fax number, and must be filed with both offices listed below:

<b>Air Resources Board Contract Services Section</b> Attention: Manager 1001 I Street, 20 <sup>th</sup> Floor Sacramento, CA 95814 Phone Number: (916) 322-0558 <b>Fax Number: (916) 327-2940</b>	<b>Department of General Services Office of Legal Services</b> Attention: Protest Coordinator 707 Third Street, 7 <sup>th</sup> Floor, Suite 7-330 West Sacramento, CA 95605 Phone Number: (916) 376-5080 <b>Fax Number: (916) 376-5088</b>
--	--

5. Within five (5) calendar days after filing a protest notice, the protesting Proposer shall file with the Department of General Services, Office of Legal Services, and the CalEPA, a detailed written statement specifying the grounds for the protest.
6. The Agreement(s) shall not be awarded until either the protest has been withdrawn or the State has decided the matter.

## F. Standard Conditions of Service

1. Service shall be available no sooner than the date set by the CalEPA and the Contractor, after all approvals have been obtained and the Agreement is fully executed. Should the Contractor fail to commence work at the agreed upon time, CalEPA, upon five (5) days written notice to the Contractor, reserves the right to terminate the Agreement. In addition, the Contractor shall be liable to the State for the difference between Contractor's proposal price and the actual cost of performing work by the second responsive and responsible Proposer or by another Contractor.
2. All performance under the Agreement shall be completed on or before the termination date of the Agreement.
3. The State does not accept alternate Agreement language from a prospective Contractor. A proposal with such language may be considered a counter proposal and will be rejected. **The State's General Terms and Conditions (GTC) are not negotiable.** The General Terms and Conditions GTC 04/2017 may be viewed at Internet site: <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>.
4. The State does not negotiate rates and/or costs listed on any cost proposal submitted.

5. No oral understanding or agreement shall be binding on either party.

**G. Post Award Requirements**

1. Prior to execution of the Agreement and at CalEPA's sole discretion, the selected Proposer must comply with the following in a manner acceptable to CalEPA:
  - a. Contract shall be signed by the Contractor and returned within ten (10) working days of receipt. If the Contractor refuses or fails to execute the contract, then CalEPA may award the contract to the next ranking Proposer.
  - b. Within ten (10) working days of award of the contract, Contractor must supply CalEPA with all required documents, including but not limited to insurance certificates, as specified in Attachment 10, Exhibit D, Section G, to be reviewed and approved by DGS.
2. Failure to comply with any post-award requirements may result in cancellation of the award. In that event, CalEPA reserves the right to award the contract to the next ranking Proposer.

**ATTACHMENT 1  
REQUIRED ATTACHMENT CHECKLIST  
For RFP # 17EPA005**

**Proposer's Name:** \_\_\_\_\_

A complete proposal package will consist of all the items listed in the RFP, as well as those items identified below. **Be sure that your proposal includes all required documents as stated in this RFP, not just those listed in this checklist.** Please refer to Section II, Proposal Requirements (General) and Information.

	<b>Attachment</b>	<b>Attachment Name/Description</b>
_____	Attachment 1	Required Attachment Checklist
_____	Attachment 2	Proposer References Form
_____	Attachment 3	Payee Data Record (STD 204)
_____	Attachment 4	CA DVBE Bid Incentive Instructions (Do not return, Bidder information only)
_____	Attachment 5	Bidder Declaration GSPD-05-105
_____	Attachment 6	Contractor Certification Clauses (CCC 04/2017)
_____	Attachment 7	Darfur Contracting Act Certification
_____	Attachment 8	California Civil Rights Laws Certification
_____	Attachment 9	Sample Contractor Cost Sheet
_____	Attachment 9A	Sample Subcontractor Cost Sheet
_____	Attachment 10	Draft Standard Agreement (Do not return, Bidder information only)
_____	Attachment 11	Commercially Useful Function Documentation
_____	Attachment 12	Iran Contracting Act

**ATTACHMENT 2**  
**PROPOSER REFERENCES FORM**

Submission of this form is *mandatory*. Failure to complete and return this attachment with your proposal may cause your proposal to be rejected and deemed non-responsive. By furnishing the references, the Proposer authorizes the State to contact the named company, person or entity to confirm that they have completed projects of similar scope and size.

**REFERENCE 1**

Name of Firm:

Street Address

City

State

Zip Code

Contact Person:

Telephone Number:

Dates of Service:

Value or Cost of Service:

Brief Description of Service Provided

**REFERENCE 2**

Name of Firm:

Street Address

City

State

Zip Code

Contact Person:

Telephone Number:

Dates of Service:

Value or Cost of Service:

Brief Description of Service Provided

**REFERENCE 3**

Name of Firm:

Street Address

City

State

Zip Code

Contact Person:

Telephone Number:

Dates of Service:

Value or Cost of Service:

Brief Description of Service Provided

<b>1</b>	<b>INSTRUCTIONS:</b> Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this <b>fully completed</b> form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement. <b>NOTE:</b> Governmental entities, federal, State, and local (including school districts), are not required to submit this form.								
<b>2</b>	<b>PAYEE'S LEGAL BUSINESS NAME</b> (Type or Print) _____ <hr/> <table style="width: 100%;"> <tr> <td style="width: 60%;"> <b>SOLE PROPRIETOR – ENTER NAME AS SHOWN ON SSN</b> (Last, First, M.I.) _____         </td> <td style="width: 40%;"> <b>E-MAIL ADDRESS</b> _____         </td> </tr> <tr> <td> <b>MAILING ADDRESS</b> _____  <b>CITY, STATE, ZIP CODE</b> _____         </td> <td> <b>BUSINESS ADDRESS</b> _____  <b>CITY, STATE, ZIP CODE</b> _____         </td> </tr> </table>			<b>SOLE PROPRIETOR – ENTER NAME AS SHOWN ON SSN</b> (Last, First, M.I.) _____	<b>E-MAIL ADDRESS</b> _____	<b>MAILING ADDRESS</b> _____ <b>CITY, STATE, ZIP CODE</b> _____	<b>BUSINESS ADDRESS</b> _____ <b>CITY, STATE, ZIP CODE</b> _____		
<b>SOLE PROPRIETOR – ENTER NAME AS SHOWN ON SSN</b> (Last, First, M.I.) _____	<b>E-MAIL ADDRESS</b> _____								
<b>MAILING ADDRESS</b> _____ <b>CITY, STATE, ZIP CODE</b> _____	<b>BUSINESS ADDRESS</b> _____ <b>CITY, STATE, ZIP CODE</b> _____								
<b>3</b>	<b>ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN):</b> <span style="border: 1px solid black; padding: 0 5px;">  </span> <span style="border: 1px solid black; padding: 0 5px;">  </span> - <span style="border: 1px solid black; padding: 0 5px;">  </span> <span style="border: 1px solid black; padding: 0 5px;">  </span> <span style="border: 1px solid black; padding: 0 5px;">  </span> <span style="border: 1px solid black; padding: 0 5px;">  </span> <span style="border: 1px solid black; padding: 0 5px;">  </span> <span style="border: 1px solid black; padding: 0 5px;">  </span>		<b>NOTE:</b> Payment will not be processed without an accompanying taxpayer I.D. number.						
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<input type="checkbox"/> <b>PARTNERSHIP</b>  <input type="checkbox"/> <b>ESTATE OR TRUST</b>	<b>CORPORATION:</b> <input type="checkbox"/> <b>MEDICAL</b> (e.g., dentistry, psychotherapy, chiropractic, etc.) <input type="checkbox"/> <b>LEGAL</b> (e.g., attorney services) <input type="checkbox"/> <b>EXEMPT</b> (nonprofit) <input type="checkbox"/> <b>ALL OTHERS</b> _____								
<b>4</b>	<input type="checkbox"/> <b>INDIVIDUAL OR SOLE PROPRIETOR</b> <b>ENTER SOCIAL SECURITY NUMBER:</b> <span style="border: 1px solid black; padding: 0 5px;">  </span> <span style="border: 1px solid black; padding: 0 5px;">  </span> <span style="border: 1px solid black; padding: 0 5px;">  </span> - <span style="border: 1px solid black; padding: 0 5px;">  </span> <span style="border: 1px solid black; padding: 0 5px;">  </span> <span style="border: 1px solid black; padding: 0 5px;">  </span> <span style="border: 1px solid black; padding: 0 5px;">  </span> <span style="border: 1px solid black; padding: 0 5px;">  </span> <span style="border: 1px solid black; padding: 0 5px;">  </span>								
(SSN required by authority of California Revenue and Tax Code Section 18546)									
<b>5</b>	<input type="checkbox"/> California resident - Qualified to do business in California or maintains a permanent place of business in California. <input type="checkbox"/> California nonresident (see reverse side) - Payments to nonresidents for services may be subject to State income tax withholding. <input type="checkbox"/> No services performed in California. <input type="checkbox"/> Copy of Franchise Tax Board waiver of State withholding attached.								
<b>6</b>	<b>I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the State agency below.</b> <hr/> <table style="width: 100%;"> <tr> <td style="width: 70%;"> <b>AUTHORIZED PAYEE REPRESENTATIVE'S NAME</b> (Type or Print) _____         </td> <td style="width: 30%;"> <b>TITLE</b> _____         </td> </tr> <tr> <td> <b>SIGNATURE</b> _____         </td> <td> <b>DATE</b> _____         </td> </tr> <tr> <td colspan="2"> <b>TELEPHONE</b> (    ) _____         </td> </tr> </table>			<b>AUTHORIZED PAYEE REPRESENTATIVE'S NAME</b> (Type or Print) _____	<b>TITLE</b> _____	<b>SIGNATURE</b> _____	<b>DATE</b> _____	<b>TELEPHONE</b> (    ) _____	
<b>AUTHORIZED PAYEE REPRESENTATIVE'S NAME</b> (Type or Print) _____	<b>TITLE</b> _____								
<b>SIGNATURE</b> _____	<b>DATE</b> _____								
<b>TELEPHONE</b> (    ) _____									
<b>7</b>	<b>Please return completed form to:</b> <b>Department/Office:</b> _____ <b>Unit/Section:</b> _____ <b>Mailing Address:</b> _____ <b>City/State/Zip:</b> _____ <b>Telephone:</b> (    ) _____ <b>Fax:</b> (    ) _____ <b>E-mail Address:</b> _____								

## ATTACHMENT 3 (page 2)

STATE OF CALIFORNIA-DEPARTMENT OF FINANCE

### PAYEE DATA RECORD

STD. 204 (Rev. 6-2003)(REVERSE)(CA ST PKS, EXCEL 9/22/2004)

1	<p><b><u>Requirement to Complete Payee Data Record, STD. 204</u></b></p> <p>A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies.</p> <p>Payees who do not wish to complete the STD. 204 may elect to not do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code</p>
2	<p>Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.</p>
3	<p>Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a).</p> <p>The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).</p>
4	<p><b><u>Are you a California resident or nonresident?</u></b></p> <p>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.</p> <p>A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident.</p> <p>For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.</p> <p>Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:          Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: wscs.gen@ftb.ca.gov          For hearing impaired with TDD, call: 1-800-822-6268 Website: www.ftb.ca.gov</p>
5	<p>Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.</p>
6	<p>This section must be completed by the State agency requesting the STD. 204.</p>
	<p><b><u>Privacy Statement</u></b></p> <p>Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.</p> <p>It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to \$20,000.</p> <p>You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business.</p> <p>All questions should be referred to the requesting State agency listed on the bottom front of this form.</p>

**ATTACHMENT 4**  
**CALIFORNIA DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)**  
**BID INCENTIVE INSTRUCTIONS**  
(01/31/17)

**Please read the instructions carefully before you begin.**

**AUTHORITY.** The Disabled Veteran Business Enterprise (DVBE) Participation Goal Program for State contracts is established in Public Contract Code (PCC), §10115 et seq., Military and Veterans Code (MVC), §999 et seq., and California Code of Regulations (CCR), Title 2, §1896.60 et seq. **Recent legislation has modified the program significantly in that a bidder may no longer demonstrate compliance with program requirements by performing a “good faith effort” (GFE).**

**This solicitation does not include a minimum DVBE participation percentage or goal.**

**DVBE BID INCENTIVE.** A DVBE incentive will be given to bidders who provide DVBE participation. For evaluation purposes only, the State shall apply a DVBE Bid incentive to bids that propose California certified DVBE participation as identified on the Bidder Declaration, GSPD-05-105, (located elsewhere within the solicitation document) and confirmed by the State. The DVBE incentive amount for awards based on low price will vary in conjunction with the percentage of DVBE participation. Unless a table that replaces the one below has been expressly established elsewhere within the solicitation, the following percentages will apply for awards based on low price.

<b>Confirmed DVBE Participation of:</b>	<b>DVBE Incentive:</b>
5% or Over	5%
4% to 4.99% inclusive	4%
3% to 3.99% inclusive	3%
2% to 2.99% inclusive	2%
1% to 1.99% inclusive	1%

As applicable: (1) Awards based on low price - the net bid price of responsive bids will be reduced (for evaluation purposes only) by the amount of DVBE incentive as applied to the lowest responsive net bid price. If the #1 ranked responsive, responsible bid is a California certified small business, the only bidders eligible for the incentive will be California certified small businesses. The incentive adjustment for awards based on low price cannot exceed 5% or \$100,000, whichever is less, of the #1 ranked net bid price. When used in combination with a preference adjustment, the cumulative adjustment amount cannot exceed \$100,000.

(2) Awards based on highest score - the solicitation shall include an individual requirement that identifies incentive points for DVBE participation.

**INTRODUCTION.** Bidders must document DVBE participation commitment by completing and submitting a Bidder Declaration, GSPD-05-105, (located elsewhere within the solicitation document). Bids or proposals (hereafter called “bids”) that **fail to submit the required form to confirm the level of DVBE participation will not be eligible to receive the DVBE incentive.**

Information submitted by the intended awardee to claim the DVBE incentive(s) will be verified by the State. If evidence of an alleged violation is found during the verification process, the State shall initiate an investigation, in accordance with the requirements of the PCC §10115, et seq., and MVC §999 et seq., and follow the investigatory procedures required by the 2 CCR §1896.80. Contractors found to be in violation of certain provisions may be subject to loss of certification, penalties and/or contract termination.

**Only State of California, Office of Small Business and DVBE Services (OSDS), certified DVBEs (hereafter called "DVBE")** who perform a commercially useful function relevant to this solicitation, may be used to qualify for a DVBE incentive(s). The criteria and definition for performing a commercially useful function are contained herein on the page entitled **Resources & Information**. Bidders are to verify each DVBE subcontractor's certification with OSDS to ensure DVBE eligibility.

At the State's option prior to award of the contract, a written confirmation from each DVBE subcontractor identified on the Bidder Declaration must be provided. As directed by the State, the written confirmation must be signed by the bidder and/or the DVBE subcontractor(s). The written confirmation may request information that includes but is not limited to the DVBE scope of work, work to be performed by the DVBE, term of intended subcontract with the DVBE, anticipated dates the DVBE will perform required work, rate and conditions of payment, and total amount to be paid to the DVBE. If further verification is necessary, the State will obtain additional information to verify compliance with the above requirements.

**THE DVBE BUSINESS UTILIZATION PLAN (BUP):** DVBE BUPs are a company's commitment to expend a minimum of 3% of its total statewide contract dollars with DVBEs -- this percentage is based on all of its contracts held in California, not just those with the State. A DVBE BUP does not qualify a firm for a DVBE incentive. Bidders with a BUP, must submit a Bidders Declaration (GSPD-05-105) to confirm the DVBE participation for an element of work on this solicitation in order to claim a DVBE incentive(s).

#### **THE FOLLOWING MAY BE USED TO LOCATE DVBE SUPPLIERS:**

**Awarding Department:** Contact the department's contracting official named in this solicitation for any DVBE suppliers who may have identified themselves as potential subcontractors, and to obtain suggestions for search criteria to possibly identify DVBE suppliers for the solicitation. You may also contact the department's SB/DVBE Advocate for assistance.

#### **Other State and Federal Agencies, and Local Organizations:**

**STATE:** Access the list of all certified DVBEs by using the Department of General Services, Procurement Division (DGS-PD), online certified firm database at <https://www.caleprocure.ca.gov/>. To begin your search, click on "SB/DVBE Search." Search by "Keywords" or "United Nations Standard Products and Services Codes (UNSPSC) that apply to the elements of work you want to subcontract to a DVBE. Check for subcontractor ads that may be placed on the California State Contracts Register (CSCR) for this solicitation prior to the closing date. You may access the CSCR at: <https://www.caleprocure.ca.gov/>. For questions regarding the online certified firm database and the CSCR, please call the OSDS at (916) 375-4940 or send an email to: [OSDSHelp@dgs.ca.gov](mailto:OSDSHelp@dgs.ca.gov).

**FEDERAL:** Search the U.S. Small Business Administration's (SBA) website at <https://www.sba.gov/> to identify potential DVBEs. Select the "Contracting" tab, select the "Resources for Finding Customers" tab, and click on the "Dynamic Small Business Search (DSBS) Database" link. Search options and information are provided on the Dynamic Small Business Search Database site. First time users should click on the "Help" button for detailed instructions. Remember to verify each firm's status as a California certified DVBE.

**LOCAL:** Contact local DVBE organization to identify DVBEs. For a list of local organizations, go to <http://www.dgs.ca.gov/pd/Resources.aspx> and select the blue Small Business & Disabled Veterans Business Enterprises tab and select: [DVBE Referral Organizations.pdf](#)



## RESOURCES AND INFORMATION

For questions regarding bid documentation requirements, **contact the contracting official at the awarding department for this solicitation.** For a directory of SB/DVBE Advocates for each department go to:  
<http://www.dgs.ca.gov/pd/Programs/OSDS/advocate.aspx>.

The Department of General Services, Procurement Division (DGS-PD) publishes a list of trade and focus publications to assist bidders in locating DVBEs for a fee. To obtain this list, please go to <http://www.dgs.ca.gov/pd/Resources.aspx> and select the blue Small Business & Disabled Veterans Business Enterprises tab and select:

- [DVBE Focus Paper Listing](#) (Excel)
- [DVBE Trade Paper Listing](#) (Excel)

### U.S. Small Business Administration (SBA):

Use the SBA website: <https://www.sba.gov/>

### FOR:

Service-Disabled Veteran-owned businesses in California (Remember to verify each DVBE's California certification.)

### Local Organizations: Go to

<http://www.dgs.ca.gov/pd/Resources.aspx> and select: [DVBE Referral Organizations.pdf](#)

### FOR:

List of potential DVBE subcontractors

### DGS-PD EProcurement

Website: <https://www.caleprocure.ca.gov/>

Phone: (916) 375-2000

Email: [custserv@dgs.ca.gov](mailto:custserv@dgs.ca.gov)

### FOR:

- SB/DVBE Search
- CSCR Ads
- Click on Training tab to Access eProcurement Training Modules including:  
Small Business (SB)/DVBE Search

### DGS-PD Office of Small Business and DVBE Services (OSDS)

707 Third Street, Room 1-400, West Sacramento, CA 95605

Website: <http://dgs.ca.gov/pd/programs/osds.aspx>

OSDS Receptionist, 8 am-5 pm: (916) 375-4940

PD Receptionist, 8 am-5 pm: (800) 559-5529

Fax: (916) 375-4950

Email: [osdshelp@dgs.ca.gov](mailto:osdshelp@dgs.ca.gov)

### FOR:

- Directory of California-Certified DVBEs
- Certification Applications
- Certification Information
- Certification Status, Concerns
- General DVBE Program Info.
- DVBE Business Utilization Plan
- Small Business/DVBE Advocates

## Commercially Useful Function Definition

As defined in MVC §999 and 2 CCR §1896.6(1), a person or an entity is deemed to perform a "commercially useful function" if a person or entity does **all** of the following:

- Is responsible for the execution of a distinct element of the work for the contract;
- Carries out contractual obligations by actually performing, managing, or supervising the work involved;
- Performs work that is normal for its business services and functions;
- Is not further subcontracting a portion of the work that is greater than expected to be subcontracted by normal industry practices;
- Is responsible, with respect to products, inventories, materials, and supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment; and,
- Its role is not an extra participant in the transaction, contract or project through which funds are passed in order to obtain the appearance of DVBE participation.

## ATTACHMENT 5 (TO BE INCLUDED IN THE TECHNICAL PROPOSAL)

State of California—Department of General Services, Procurement Division  
GSPD-05-105 (REV 03/15)

Solicitation Number 17EPA005

### BIDDER DECLARATION

**1. Prime bidder information (Review attached Bidder Declaration Instructions prior to completion of this form):**

- a. Identify current California certification(s) (MB, SB, NVSA, DVBE): \_\_\_\_\_ or None \_\_\_\_ (If "None", go to Item #2)
  - b. If you are a California certified DVBE, percentage of DVBE participation and/or incentive claimed? \_\_\_\_%
  - c. Will subcontractors be used for this contract? Yes \_\_\_\_ No \_\_\_\_ (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.
- 
- d. If you are a California certified DVBE:
    - (1) Are you a broker or agent? Yes \_\_\_\_ No \_\_\_\_
    - (2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? Yes \_\_\_\_ No \_\_\_\_ N/A \_\_\_\_

**2. If no subcontractors will be used, skip to certification below. Otherwise, list all subcontractors for this contract. (Attach additional pages if necessary):**

Subcontractor Name, Contact Person, Phone Number & Fax Number	Subcontractor Address & Email Address	CA Certification (MB, SB, NVSA, DVBE or None)	Work performed or goods provided for this contract	Corresponding % of bid price	Good Standing?	51% Rental?

**CERTIFICATION:** By signing the bid response, I certify under penalty of perjury that the information provided is true and correct.

Page \_\_\_\_ of \_\_\_\_

## BIDDER DECLARATION Instructions

All prime bidders (the firm submitting the bid) must complete the Bidder Declaration.

- 1.a. Identify all current certifications issued by the State of California. If the prime bidder has no California certification(s), check the line labeled "None" and proceed to Item #2. If the prime bidder possesses one or more of the following certifications, enter the applicable certification(s) on the line:

- Micro business (MB)
- Small Business (SB)
- Nonprofit Veteran Service Agency (NVSA)
- Disabled Veteran Business Enterprise (DVBE)

- 1.b. Mark either "Yes" or "No" to identify whether subcontractors will be used for the contract. If the response is "No", proceed to Item #1.c. If "Yes", enter on the line the distinct element of work contained in the contract to be performed or the goods to be provided by the prime bidder. Do not include goods or services to be provided by subcontractors.

Bidders certified as MB, SB, NVSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999 for DVBEs and Government Code Section 14837(d)(4)(A) for small/micro businesses.

Bids must propose that certified bidders provide a commercially useful function for the resulting contract or the bid will be deemed non-responsive and rejected by the State. For questions regarding the solicitation, contact the procurement official identified in the solicitation.

**Note: A subcontractor is any person, firm, corporation, or organization contracting to perform part of the prime's contract.**

- 1.c. This item is only to be completed by the businesses certified by California as a DVBE.

(1) Declare whether the prime bidder is a broker or agent by marking either "Yes" or "No." The Military and Veterans Code Section 999.2(b) defines "broker" or "agent" as a certified DVBE Contractor or subcontractor that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to an awarding department, unless one or more of the disabled veteran owners has at least 51-percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract.

(2) If bidding rental equipment, mark either "Yes" or "No" to identify if the prime bidder owns at least 51% of the equipment provided (quantity and value). If **not** bidding rental equipment, mark "N/A" for "not applicable."

2. If no subcontractors are proposed, do not complete the table. Read the certification at the bottom of the form and complete "Page \_\_\_\_ of \_\_\_\_" on the form.

If subcontractors will be used, complete the table listing all subcontractors. If necessary, attach additional pages and complete the "Page \_\_\_\_ of \_\_\_\_" accordingly.

### 2. (continued) Column Labels

**Subcontractor Name, Contact Person, Phone Number & Fax Number**—List each element for all subcontractors.

**Subcontractor Address & Email Address**—Enter the address and if available, an Email address.

**CA Certification (MB, SB, NVSA, DVBE or None)**—If the subcontractor possesses a current State of California certification(s), verify on the OSDC website ([www.eprocure.pd.dgs.ca.gov](http://www.eprocure.pd.dgs.ca.gov)).

**Work performed or goods provided for this contract**—Identify the distinct element of work contained in the contract to be performed or the goods to be provided by each subcontractor. Certified subcontractors must provide a commercially useful function for the contract. (See paragraph 1.b above for code citations regarding the definition of commercially useful function.) If a certified subcontractor is further subcontracting a greater portion of the work or goods provided for the resulting contract than would be expected by normal industry practices, attach a separate sheet of paper explaining the situation.

**Corresponding % of bid price**—Enter the corresponding percentage of the total bid price for the goods and/or services to be provided by each subcontractor. Do not enter a dollar amount.

**Good Standing?**—Provide a response for each subcontractor listed. Enter either "Yes" or "No" to indicate that the prime bidder has verified that the subcontractor(s) is in good standing for all of the following:

- Possesses valid license(s) for any license(s) or permits required by the solicitation or by law
- If a corporation, the company is qualified to do business in California and designated by the State of California Secretary of State to be in good standing.
- Possesses valid State of California certification(s) if claiming MB, SB, NVSA, and/or DVBE status

**51% Rental?**—This pertains to the applicability of rental equipment. Based on the following parameters, enter either "N/A" (not applicable), "Yes" or "No" for each subcontractor listed.

Enter "N/A" if the:

- Subcontractor is NOT a DVBE (regardless of whether or not rental equipment is provided by the subcontractor) or
- Subcontractor is NOT providing rental equipment (regardless of whether or not subcontractor is a DVBE)

Enter "Yes" if the subcontractor is a California certified DVBE providing rental equipment and the subcontractor owns at least 51% of the rental equipment (quantity and value) it will be providing for the contract.

Enter "No" if the subcontractor is a California certified DVBE providing rental equipment but the subcontractor does NOT own at least 51% of the rental equipment (quantity and value) it will be providing.

Read the certification at the bottom of the page and complete the "Page \_\_\_\_ of \_\_\_\_" accordingly.

**ATTACHMENT 6  
CONTRACTOR CERTIFICATION CLAUSES**

**CCC 04/2017**

**CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

**CONTRACTOR CERTIFICATION CLAUSES**

1. **STATEMENT OF COMPLIANCE**: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS**: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

## **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST**: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. **LABOR CODE/WORKERS' COMPENSATION**: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. **AMERICANS WITH DISABILITIES ACT**: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. **CONTRACTOR NAME CHANGE**: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the

State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

**ATTACHMENT 7**  
**DARFUR CONTRACTING ACT CERTIFICATION**

Public Contract Code Sections 10475 -10481 applies to any company that currently or within the previous three years has had business activities or other operations outside of the United States. For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either a) not a scrutinized company; or b) a scrutinized company that has been granted permission by the Department of General Services to submit a proposal.

If your company has not, within the previous three years, had any business activities or other operations outside of the United States, you do **not** need to complete this form.

**OPTION #1 - CERTIFICATION**

If your company, within the previous three years, has had business activities or other operations outside of the United States, in order to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete the certification below.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that a) the prospective proposer/bidder named below is **not** a scrutinized company per Public Contract Code 10476; and b) I am duly authorized to legally bind the prospective proposer/bidder named below. This certification is made under the laws of the State of California.

<i>Company/Vendor Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County and State of</i>	

**OPTION #2 – WRITTEN PERMISSION FROM DGS**

Pursuant to Public Contract Code section 10477(b), the Director of the Department of General Services may permit a scrutinized company, on a case-by-case basis, to bid on or submit a proposal for a contract with a state agency for goods or services, if it is in the best interests of the state. If you are a scrutinized company that has obtained written permission from the DGS to submit a bid or proposal, complete the information below.

We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

<i>Company/Vendor Name (Printed)</i>		<i>Federal ID Number</i>
<i>Initials of Submitter</i>		
<i>Printed Name and Title of Person Initialing</i>		



**ATTACHMENT 8  
CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION**

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract over \$100,000 on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts over \$100,000 executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. EMPLOYER DISCRIMINATORY POLICIES: For contracts over \$100,000 executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

**CERTIFICATION**

<p>I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.</p> <p><i>Proposer/Bidder Firm Name (Printed)</i></p>		<p><i>Federal ID Number</i></p>
<p><i>By (Authorized Signature)</i></p>		
<p><i>Printed Name and Title of Person Signing</i></p>		
<p><i>Date Executed</i></p>	<p><i>Executed in the County and State of</i></p>	

**ATTACHMENT 9  
SAMPLE CONTRACTOR COST SHEET**

**(Note: After award, this becomes part of the contract as Exhibit B, Attachment 1)**

Any proposed costs submitted by the Proposer that are not included in the total amount for the overall contract as stated on the Cost Proposal, are not binding on CalEPA, or the State of California, and the Proposer will be legally bound to fully perform all work for the total amount stated and absorb such amounts not included.

Please provide an all-inclusive rate per hour, per person, for each task below. NOTE: All costs must include personnel, labor, subcontractors, materials, reports, tax, and any other items necessary to perform and complete all tasks. Proposer's may add additional rows, if necessary.

<b>Task 1: Recruitment and Participation</b>					
NAME	TITLE	Rate	No. of hours	Full Time Equivalent (FTE %)	Total Cost
	Project Manager				
<b>Total Cost for Task 1</b>					

<b>Task 2: Public Stakeholder Process</b>					
NAME	TITLE	Rate	No. of hours	Full Time Equivalent (FTE %)	Total Cost
	Project Manager				
<b>Total Cost for Task 2</b>					

<b>Task 3: Public Disclosure</b>					
NAME	TITLE	Rate	No. of hours	Full Time Equivalent (FTE %)	Total Cost
	Project Manager				
<b>Total Cost for Task 3</b>					

<b>Task 4: Training</b>					
NAME	TITLE	Rate	No. of hours	Full Time Equivalent (FTE %)	Total Cost
	Project Manager				
<b>Total Cost for Task 4</b>					

<b>Task 5: Reporting</b>					
NAME	TITLE	Rate	No. of hours	Full Time Equivalent (FTE %)	Total Cost
	Project Manager				
<b>Total Cost for Task 5</b>					

<b>GRAND TOTAL COST PROPOSAL*</b>	
<b>(Add ALL Total Costs for Tasks 1-5 for Grand Total)</b>	<b>\$</b>
<b>TRAVEL**</b>	<b>\$50,000.00</b>
<b>GRAND TOTAL (ADD TASKS AND TRAVEL)</b>	<b>\$</b>

\* Grand Total Cost is binding and will be used for evaluation.

\*\* Total travel costs for the Proposer plus any subcontractors shall not exceed \$50,000.00, and must be billed in accordance with Exhibit B.

## ATTACHMENT 9A SAMPLE SUBCONTRACTOR COST SHEET

**(Note: After award, this becomes part of the contract as Exhibit B, Attachment 1)**

Note – Cost for labor hours must be completed for all subcontractors. The sample worksheet does not include all tasks and subtasks and must be customized to conform to all tasks and subtasks contained Attachment 10.

<b>Task 1: Recruitment and Participation</b>					
NAME	TITLE	Rate	No. of hours	Full Time Equivalent (FTE %)	Total Cost
	Project Manager				
<b>Total Cost for Task 1</b>					

<b>Task 2: Public Stakeholder Process</b>					
NAME	TITLE	Rate	No. of hours	Full Time Equivalent (FTE %)	Total Cost
	Project Manager				
<b>Total Cost for Task 2</b>					

<b>Task 3: Public Disclosure</b>					
NAME	TITLE	Rate	No. of hours	Full Time Equivalent (FTE %)	Total Cost
	Project Manager				
<b>Total Cost for Task 3</b>					

<b>Task 4: Training</b>					
NAME	TITLE	Rate	No. of hours	Full Time Equivalent (FTE %)	Total Cost
	Project Manager				
<b>Total Cost for Task 4</b>					

<b>Task 5: Reporting</b>					
NAME	TITLE	Rate	No. of hours	Full Time Equivalent (FTE %)	Total Cost
	Project Manager				
<b>Total Cost for Task 5</b>					

<b>GRAND TOTAL COST PROPOSAL*</b> <b>(Add ALL Total Costs for Tasks 1-5 for Grand Total)</b>	<b>\$</b>
<b>TRAVEL**</b>	<b>\$</b>
<b>GRAND TOTAL (ADD TASKS AND TRAVEL)</b>	<b>\$</b>

\* Grand Total Cost is binding and will be used for evaluation.

\*\* Total travel costs for the Proposer plus any subcontractors shall not exceed \$50,000.00, and must be billed in accordance with Exhibit B.

# ATTACHMENT 10 DRAFT STANDARD AGREEMENT

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
STD 213 (Rev 06/03)

AGREEMENT NUMBER <b>17EPA005</b>
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

**California Environmental Protection Agency (CalEPA or State)**

CONTRACTOR'S NAME

**(Contractor)**

- 2 The term of this through  
Agreement is:

3. The maximum \$  
of this Agreement is:

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	X pages
Exhibit A – Attachment 1, Technical Proposal	X pages
Exhibit B – Budget Detail and Payment Provisions	X pages
Exhibit B, Attachment 1, Contractor's Cost Sheet	X pages
Exhibit C* – General Terms and Conditions	GTC 04/2017
Exhibit D – Special Terms and Conditions	X pages
Exhibit E – Additional Provisions	X pages
Exhibit F – Quarterly Report Format	X pages
Exhibit G – Final Report Format	X page

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.  
The documents can be viewed at <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

<b>CONTRACTOR</b>		<b>California Department of General Services Use Only</b>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
 PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME		
<b>California Environmental Protection Agency</b>		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
 PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		<input type="checkbox"/> Exempt
1001 I Street, Floor 20, Sacramento, CA 95814		

## **EXHIBIT A SCOPE OF WORK**

### **A. Purpose**

The State of California Environmental Protection Agency (CalEPA), Office of the Secretary requires a Contractor to develop a water-energy nexus registry for use by participating entities. The water-energy nexus registry will also develop and approve protocols for quantifying greenhouse gas (GHG) emissions related to water use or conveyance. The approved protocols may then be used to estimate GHG reductions resulting from future water conservation projects. The transportation, processing, heating, use, and disposal of water is responsible for significant portions of California's electricity and natural gas consumption. As GHG emission targets get more stringent, the impact of water consumption will only grow in significance. At the same time, the energy intensity and GHG impact of a given volume of water can vary significantly from location to location due to variations in water transportation requirements, geography, and processing needs. These variations can make it challenging for water users to accurately account for GHG emission impacts.

### **B. Background**

The California State Legislature passed Senate Bill 1425 ("SB 1425", Pavley, Chapter 596, Statutes of 2016) which requires CalEPA to oversee the development of a registry for GHG emissions resulting from the water-energy nexus using the best available data for voluntary use by entities doing business within the State. The water-energy nexus refers to the interconnection of water and energy. The California Energy Commission estimates that the transportation, treatment, wastewater processing and disposal, and heating of water in California consumes 20 percent of its electricity and 30 percent of its non-power plant related natural gas. Assembly Bill 32 ("AB 32", Nunez, Pavley, 2006) requires California to reduce GHG emissions to the levels they were in 1990 by the year 2020. Senate Bill 32 ("SB 32", Pavley, 2016) furthered that mandate by requiring the Air Resources Board (ARB) to ensure that statewide GHG emissions are reduced by 40 percent below 1990 levels by the year 2030. To support these GHG reduction efforts, the legislature passed SB 1425, which requires CalEPA to oversee the development of a water-energy nexus registry.

### **C. Scope Of Work**

The Contractor shall provide services to support the following tasks as further described in Exhibit A, Attachment 1-Technical Proposal:

#### **1. Task 1: Recruitment and Participation:**

- a. Recruit approximately 400 entities conducting business in California by performing public workshops and direct contact of water agencies to participate in the registry by registering their emissions, including the emissions generated outside of California, on an entity-wide basis. Participation in the registry is voluntary and registered entities shall comprise as much of the State's water system as possible.

- b. Recruit broad participation in the registry from all economic sectors and regions of California.
- c. Help participating entities establish GHG emissions baselines.
- d. Encourage voluntary actions to increase water and energy efficiency measures to reduce the GHG intensity of California's water system.
- e. Enable participating entities to record entity-wide, voluntary GHG emissions reductions in a consistent format that is supported by third-party verification.
- f. Recognize, publicize, and promote participating entities making voluntary reductions of GHG emissions.
- g. Facilitate streamlined data reporting for relevant entities already reporting their emissions to other entities, for example the Climate Registry as part of its voluntary corporate GHG emissions reporting program.
- h. Create a consistent and transparent methodology to allow water suppliers of all sizes and types to monitor trends in the GHG intensity of delivered water.
- i. Support water suppliers for realized GHG reductions through recognition and financial incentives.
- j. Report to CalEPA quarterly progress on entity participation in the registry.

## **2. Task 2: Public Stakeholder Process**

- a. Develop, in consultation with CalEPA and other relevant State agencies, a public stakeholder process. This may include but is not limited to: public stakeholder meetings at different locations throughout California, webinars, meetings, teleconferences, etc. To be completed and approved by CalEPA within three (3) months of the award of the Agreement.
- b. Provide: one (1) public stakeholder meeting in the Southern California area, one (1) in the Central California area, and one (1) in the Northern California area. Meetings shall be performed and administered by the Contractor.
- c. All public stakeholder meetings shall be available via webinar provided and administered by the Contractor within the three (3) months of Agreement execution and remain available through the term of the Agreement.

## **3. Task 3: Public Disclosure**

- a. All entities' GHG emissions shall be disclosed on a publicly available website. Website will be provided and administered by the Contractor. CalEPA will have access to all reporting entities GHG emissions data.
- b. The Contractor shall provide each reporting entity with an account login to existing web-based GHG emissions reporting software to develop their GHG baseline, report their annual carbon footprint, target emissions reductions opportunities, and benchmark their carbon management performance.



#### **4. Task 4: Training**

- a. Provide initial training and technical support to all entities participating in the voluntary disclosure of GHG emissions within three (3) months of Agreement execution and remain available through the term of the Agreement. Initial training shall consist of a minimum one (1) hour orientation and user support via online or webinars. Initial training attendance is required by participating entities.
- b. The Contractor shall provide all reporting entities with additional online trainings and GHG reporting guidance materials including tip sheets, frequently asked questions (FAQ) documents, calculation tools, example forms and templates.
- c. Contractor shall provide technical support via Help Desk support Monday through Friday 9:00 AM to 5:00 PM PST with voicemail and e-mail based support. Help Desk response time shall not exceed twenty four (24) hours. Web-based support webinars must also be available on the website.
- d. Stakeholder workshops will also include a minimum one (1) hour training component comprised of user orientation and support.

#### **5. Task 5: Reporting**

- a. The Contractor shall provide quarterly progress reports, in the format provided in Exhibit F. The purpose of these updates will be to receive and review project progress, conclusions and alternatives, status of task completion, staffing, project budget and invoices, and any current issues affecting the project. At a minimum, these documents shall report:
  - i. Progress made during the last reporting period on project tasks completed or partially completed since the last report, and hours worked on each task. The task name must match those tasks in the Scope of Work.
  - ii. Scheduled activities by task for the next reporting period.
  - iii. Issues or problems encountered during the reporting period that need CalEPA's attention, and a brief discussion of how they were resolved or proposed to be resolved.
- b. Upon completion of the Agreement, the Contractor shall provide a draft final report that is a comprehensive summary in the format provided in Exhibit G. The draft report must be submitted, to the CalEPA Project Manager or designee, for review and comment at least one (1) month from contract end date. CalEPA Project Manager shall review and provide comment within ten (10) business days. Contractor shall submit final report incorporating CalEPA comments in accordance with task completion schedule below.

#### D. Contractor Responsibilities

The Contractor shall not cause the substitution of the Project Manager or key members without prior written approval of the State.

#### E. Task Completion Schedule

The schedule for completion of the tasks described above is shown in below:

Task	Description	Completion Date
1. a-j.	Recruitment and participation	Ongoing through life of contract.
2. a-c.	Public Stakeholder Process	Three (3) months from contract award date through contract end date.
3. a-b.	Public Disclosure	Ongoing through life of contract.
4. a-d.	Training	Three (3) months from contract award date through contract end date.
5. a.	Reporting	Quarterly through life of contract.
5. b.	Draft Final Report	One (1) month from contract end date.
5. b.	Final Report	Ten (10) business days prior to contract end date.

#### E. Project Representatives

The Project Managers during the term of this agreement will be:

State Agency: California Environmental Protection Agency	Contractor:
Section/Unit:	Section/Unit:
Attention:	Attention:
Address:	Address:
Phone:	Phone:
Email:	Email:

Direct all inquiries to the Project Managers.

The parties may change their Project Manager(s) upon providing ten (10) days written notice to the other party's Project Manager(s). The notifying party shall provide complete contact information for the replacement Project Manager(s) to include the information provided above.

**EXHIBIT A, ATTACHMENT 1 – TECHNICAL PROPOSAL  
(TO BE INSERTED UPON CONTRACT AWARD)**

**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

**A. Invoicing and Payment**

1. For services satisfactorily rendered, and upon receipt and approval of the invoice, the State agrees to compensate the Contractor for costs incurred at the rates specified in Exhibit B – Attachment 1, Contractor Cost Sheet.

To be approved, the invoice must include the same level of detail described in the Exhibit B, Attachment 1 - Contractor Cost Sheet, for each task. The invoice must be accompanied by a quarterly progress report completed in accordance with Exhibit A, Section C(5) – Reporting, Item a. Payment will be made upon approval of the quarterly reports.

2. Contractor shall submit one (1) original and one (1) copy of each invoice. Invoices must include the Agreement Number and must be submitted not more frequently than quarterly in arrears to:

California Environmental Protection Agency  
c/o California Air Resources Board  
Attn: Accounting Section  
P.O. Box 1436  
Sacramento, CA 95812-1436

**B. Progress Payments**

Progress payments are permitted for work performed under this contract. Ten percent (10%) of each invoiced amount shall be withheld pending final completion of the contract, and receipt and acceptance by the State Project Manager of any final reports required under the contract. A final invoice must be submitted for the remainder of the balance.

**C. Budget Contingency Clause**

1. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
2. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

#### **D. Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

#### **E. Travel & Per Diem**

1. Travel will be reimbursed as needed for the Project Manager. Travel for purposes of this contract is subject to prior written approval by ARB.
2. Reimbursement for travel shall be reimbursed for actual travel costs incurred. Travel and per diem rates must not exceed the rules and restrictions set forth by the California Department of Human Resources. To check the current state rates, rules and restrictions for travel please go to: <http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>
3. When seeking reimbursement for travel, the Contractor must submit original receipts with invoice(s) for all allowable travel expenses. A copy of the travel itinerary is required for all air travel, and a copy of MapQuest or equivalent is required for mileage claims.
4. Travel time incurred to and from meetings shall be reimbursed at half the appropriate hourly rate for travel over 100 miles from Contractor's/subcontractor's headquarters. Reimbursement shall be to the meeting location and return. Travel time starts when Contractor's/subcontractor's leaves their headquarters.
5. Mileage: Reimbursement for mileage must not exceed the rules and restrictions set forth by the California Department of Human Resources.
6. Air Travel: Reimbursement for air travel shall be limited to economy tickets on the flight with the lowest, non-stop airfare available and one (1) checked bag each way.
7. Automobile Rental: Contractor shall make every attempt necessary to secure the most economical auto rental necessary for travel under this Agreement.
8. Hotels: Reimbursement for hotels must not exceed the rules and restrictions set forth by the California Department of Human Resources.
9. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.

**EXHIBIT B, ATTACHMENT 1 – CONTRACTOR COST SHEET  
(TO BE INSERTED UPON CONTRACT AWARD)**

**EXHIBIT C**  
**GENERAL TERMS AND CONDITIONS**

PLEASE NOTE: This page will not be included with the final contract. The General Terms and Conditions will be included in the contract by reference to Internet site <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>.

## **EXHIBIT D SPECIAL TERMS AND CONDITIONS**

### **A. Excise Tax**

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

### **B. Settlement of Disputes**

1. In the event of a dispute, Contractor shall file a "Notice of Dispute" with CalEPA within ten (10) days of discovery of the problem. Within ten (10) days, the CalEPA shall meet with the Contractor and Project Manager for purposes of resolving the dispute.
2. Any dispute concerning a question of fact arising under the terms of this Agreement which is not disposed of within a reasonable period of time by Contractor and State employees normally responsible for the administration of this Agreement shall be brought to the attention of the Executive Officer or designated representative of each organization for resolution. The decision of the State Executive Officer or designated representative shall be final.
3. In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the proposal.
4. The existence of a dispute not fully resolved shall not delay Contractor to continue with the responsibilities under this Agreement which is not affected by the dispute.

### **C. Potential Subcontractors**

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

### **D. Stop Work Order**

State reserves the right to issue an order to stop work in the event that a dispute should arise, or in the event that State gives Contractor a notice that the Agreement will be terminated. The stop-work order will be in effect until the dispute has been resolved or the Agreement has been terminated.



## **E. Termination**

1. In addition to the rights under Exhibit C of the Standard Agreement, State reserves the right to terminate this Agreement at its sole discretion at any time upon thirty (30) days prior written notice to Contractor.
2. In the case of early termination, Contractor shall submit an invoice in triplicate and a report in triplicate covering services to termination date, following the invoice and progress report requirements of this Agreement. A copy and description of any data collected up to termination date shall also be provided to State.
3. Upon receipt of the invoice, progress report, and data, a final payment will be made to Contractor. This payment shall be for all State-approved, actually-incurred costs that in the opinion of State are justified, and shall include labor, and materials purchased or utilized (including all non-cancellable commitments) to termination date, and pro rata indirect costs as specified in the proposal budget.

## **F. Amendments**

1. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.
2. CalEPA reserves the right to amend this Agreement through a formal written amendment, signed by the parties, for additional time and/or funding.

## **G. Insurance**

1. **Commercial General Liability**  
Contractor must furnish to the State a certificate of insurance to remain in effect at all times during the term of this contract. Contractor shall maintain general liability on an occurrence for with limits not less than \$1,000,000 per occurrence for bodily injury and \$2,000,000 aggregate for bodily injury and property damage liability. The policy must include coverage for liabilities arising out of premises operations, independent contractors, products/completed operations, personal & advertising injury and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability. The policy must include:

**California Environmental Protection Agency/Air Resources Board, State of California, its officers, agents, employees, and servants are included as additional insured, but only with respect to work performed under this contract.**

This endorsement must be supplied under a form acceptable to the Office of Risk and Insurance Management.

In the case of Contractor's utilization of subcontractors to complete the contracted scope of work, contractors shall include all subcontractors as insured under Contractor's insurance or supply evidence of insurance to the State equal to policies, coverage and limits required of Contractor.

2. Automobile Liability

Contractor must furnish to the State a certificate of insurance to remain in effect at all times during the term of this contract. Contractor shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. The policy must include:

**California Environmental Protection Agency/Air Resources Board, State of California, its officers, agents, employees, and servants are included as additional insured, but only with respect to work performed under this contract.**

3. Workers' Compensation and Employers' Liability

Contractor must furnish to the State a certificate of insurance to remain in effect at all times during the term of this contract. Contractor shall maintain statutory workers' compensation and employers' liability for all its employees who will be engaged in the performance liability limits of \$1,000,000 are required.

**When performed on State owned or controlled property the workers' compensation policy shall contain a waiver of subrogation in favor of the State. The waiver of subrogation endorsement shall be provided.**

4. Professional Liability

Contractor shall maintain Professional Liability covering any damages caused by an error, omission or any negligent acts. Limits of not less than \$1,000,000 shall be provided. The policy's retroactive date must be displayed on the certificate of insurance and must be before the date this Agreement was executed or before the beginning of this Agreement work.

5. General Provisions Applying to all Policies

- a. Coverage term – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the contract.
- b. Policy Cancellation of Termination and Notice of Non-Renewal – Contractor shall provide to the State within five (5) business days following receipt by contractor a copy of any cancellation or non-renewal of insurance required by this contract. In the event contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event, subject to the provisions of this Contract.
- c. Deductible – Contractor is responsible for any deductible or self-insured retention contained within their insurance program.
- d. Primary Clause – Any required insurance contained in the Contract shall be primary, and not excess or contributory to any other insurance carried by the State.
- e. Insurance Carrier Required Rating – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.

- f. Endorsements – Any required endorsement must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- g. Inadequate Insurance – Inadequate or lack of insurance does not negate the contractor's obligations under the Contract.

#### **H. Force Majeure**

Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations superimposed after the fact. If a delay or failure in performance by the Contractor arises out of a default of its subcontractor, and if such default of its subcontractor, arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

#### **I. Registration with State and Local Jurisdictions**

All business entities doing business within the State must be registered with all state and local jurisdictions and maintain applicable business licenses that are required by law. All businesses who do not maintain business licenses required to perform the contract services in the scope of work, or who are not registered with the appropriate jurisdictions as required by law during the Agreement term may have their Agreement terminated at the discretion of CalEPA.

#### **J. Tax Delinquencies**

Public Contract Code Section 10295.4 provides that a State agency shall not enter into any contract for goods or services with a contractor whose name appears on either list of the 500 largest tax delinquencies pursuant to Section 7063 or 19195 of the Revenue and Taxation Code. FTB and BOE will post and periodically update lists of the 500 largest tax delinquencies on their websites as required by law. If CalEPA determines that the Contractor or any of its subcontractors are on either the FTB or BOE list at any time before or during the contract term, this will be grounds for termination of the contract.

## **EXHIBIT E ADDITIONAL PROVISIONS**

### **A. Computer Software**

Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

### **B. Ownership of Work and Copyrightable Materials**

Any works developed during and/or pursuant to this agreement by Contractor, including all related copyrights and other proprietary rights therein, as may now exist and/or which hereafter come into existence, shall belong to State upon creation, and shall continue in State's exclusive ownership upon termination of this agreement. Contractor further intends and agrees to assign to State all right, title and interest in and to such materials as well as all related copyrights and other proprietary rights therein.

Contractor's obligations under this provision shall survive the expiration or termination of this Agreement.

### **C. Copyrightable Materials**

1. CalEPA reserves the right to any copyrightable materials developed under this Agreement. Upon acceptance of the copyrightable materials developed under this Agreement, and payment of the sums then due under the terms of the Agreement, CalEPA shall have the sole and exclusive right, title, and interest (including trade secret and copyright interests) in the copyrightable materials. Contractor and his or her subcontractors hereby assign(s) all rights, title, and interest (including trade secret and copyright interest) in any copyrightable materials developed under this Agreement to CalEPA.
2. CalEPA, at its discretion, may grant a nonexclusive and paid-up license to Contractor and his or her subcontractors to use said copyrightable materials. Contractor and his or her subcontractors agree to cooperate with and assist CalEPA to apply for and to execute any applications and/or assignments reasonably necessary to obtain any patent, copyright, trademark, or other statutory protection for all copyrightable materials.
3. Contractor and his or her subcontractors shall not disclose any copyrightable materials, any of the deliverables thereof, or any portion thereof, to any other organization or person without the written consent of CalEPA.
4. Contractor and his or her subcontractors shall not use the copyrightable materials, any of the deliverables thereof, or any portion thereof, in any other work performed by this Agreement subject to any license granted without the written consent of CalEPA.
5. Contractor's obligations under this provision shall survive the expiration or termination of this Agreement.

#### **D. Confidentiality of State Information**

It is expressly understood and agreed that information Contractor receives from State in performing its obligations under this Agreement may be deemed confidential by State. Therefore, Contractor agrees to:

1. Observe complete confidentiality with respect to such information, including without limitation, agreeing not to disclose or otherwise permit access to such information by any person or entity in any manner whatsoever.
2. Ensure that Contractor's employees, agents, representatives, and independent Contractors are informed of the confidential nature of such information and ensure by agreement or otherwise that they are prohibited from copying or revealing, for any purpose whatsoever, the contents of such information or any part thereof, or from taking any action otherwise prohibited under this section.
3. Not use such information or any part thereof in the performance of services to others or for the benefit of others in any form whatsoever whether gratuitously or for valuable consideration, except as permitted under this Agreement.
4. Notify State promptly and in writing of the circumstances surrounding any possession, use or knowledge of such information or any part thereof by any person other than those authorized by this paragraph.

#### **E. Confidentiality of Data and Working Documents**

1. Contractor shall not disclose data or documents or disseminate the contents of the final or any preliminary report without express written permission of CalEPA's Contract Manager.
2. Permission to disclose information or documents on one occasion or at public hearings or workshops held by CalEPA relating to the same shall not authorize Contractor to further disclose such information or documents on any other occasion.
3. Contractor shall not comment publicly to the press or any other media regarding the data or documents generated, collected, or produced in connection with this Contract, or CalEPA's actions on the same, except to CalEPA staff, Contractor's own personnel involved in the performance of this Contract, at a public hearing, or in response to questions from a legislative committee.
4. Contractor shall require each of its employees or officers who will be involved in the performance of this Contract to agree to the above terms.
5. Each subcontract shall contain the foregoing provisions related to the confidentiality of data and nondisclosure of the same.

**F. Evaluation of the Contractor**

Pursuant to Public Contract Code (PCC) Sections 10367 and 10369, the Contractor providing consultant services of \$5,000 or more shall be advised in writing that the performance will be evaluated. The evaluation shall be prepared on a Contract/Contractor Evaluation Sheet (STD. 4), within sixty (60) days after completion of the agreement and

maintained in the Agreement file. Any negative evaluations will be sent to the Department of General Services, Office of Legal Services (DGS/OLS) and a copy sent to the Contractor within fifteen (15) days. The Contractor shall have thirty (30) days to prepare a statement defending his or her performance under the contract and to send it to CalEPA and DGS/OLS.

**G. DVBE Audit**

Contractor agrees that the State or its delegate will have the right to review, obtain, and copy all records pertaining to Contractor's compliance with the Disabled Veteran Business Enterprise (DVBE) requirements as contained in Public Contract Code sections 10115 et. seq. Contractor agrees to provide State or its delegate with any relevant information requested and shall permit State or its delegate access to its premises, upon reasonable notice, during normal business hours for the purposes of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with the DVBE requirements. Contractor further agrees to maintain such records for a period of three years after final payment under this Agreement.

## EXHIBIT F

### QUARTERLY REPORT FORMAT (TASKS 1-5)

<b>Project Title:</b>	
<b>Contractor:</b>	
<b>Contract Number:</b>	
<b>Date Submitted:</b>	

<b>Progress Made During Latest Current Reporting Period:</b>
<b>Scheduled Activities By Task:</b>
<b>Issues Or Problems Encountered:</b>

## EXHIBIT G FINAL REPORT FORMAT (TASK 5)

The Report is a record of the project and its results, and is used in several ways. Therefore, the Report must be well organized and contain certain specific information. Provided below is guidance on preparing the report and a sample report format.

*Legibility.* Each page of the approved Final Report must be legible and camera-ready.

*Binding.* The draft Report, including its appendices, should be either spiral bound or stapled, depending on size. The revised Report and its appendices should be spiral bound, except for two unbound, camera-ready originals.

*Cover.* Do not supply a cover for the Report. The CalEPA will provide its standard cover.

*One-sided vs. two-sided.* To conserve paper, both the draft Report and the revised Report, except for the unbound camera-ready copies, should be printed on both sides of the page. **The unbound camera-ready copies must be printed on only one side of the page.**

*Title.* The title of the Report should exactly duplicate the title of the contract unless a change is approved in writing by the Project Manager.

*Spacing.* In order to conserve paper, copying costs, and postage, please use single or one-line (1) spacing.

*Page size.* All pages should be of standard size (8 ½" x 11") to allow for photo-reproduction.

*Large tables or figures.* Foldout or photo-reduced tables or figures are not acceptable because they cannot be readily reproduced. Large tables and figures should be presented on consecutive 8 ½" x 11" pages, each page containing one portion of the larger chart.

*Color.* Printing should be black on white only.

*Corporate identification.* Do not include corporate identification on any page of the Final Report, except the title page.

*Unit notation.* Measurements in the Reports should be expressed in metric units. However, for the convenience of engineers and other scientists accustomed to using the British system, values may be given in British units as well in parentheses after the value in metric units. The expression of measurements in both systems is especially encouraged for engineering reports.

*Section order.* The Report should contain the following sections, in the order listed below:

Title page  
Disclaimer  
Acknowledgments  
Table of Contents  
List of Figures  
List of Tables



Abstract  
Executive Summary  
Body of Report  
References  
List of inventions reported and copyrighted materials produced  
Glossary of Terms, Abbreviations, and Symbols  
Appendices

*Page numbering.* Beginning with the body of the Report, pages should be numbered consecutively beginning with “1”, including all appendices and attachments. Pages preceding the body of the Report should be numbered consecutively, in ascending order, with small Roman numerals.

*Title page.* The title page should include, at a minimum, the contract number, contract title, name of the principal investigator, contractor organization, date, and this statement: "Prepared for the California Environmental Protection Agency"

*Disclaimer.* A page dedicated to this statement should follow the Title Page:

The statements and conclusions in this Report are those of the contractor and not necessarily those of the California Environmental Protection Agency. The mention of commercial products, their source, or their use in connection with material reported herein is not to be construed as actual or implied endorsement of such products.

*Acknowledgments.* Only this section should contain acknowledgments of key personnel and organizations that were associated with the project. The last paragraph of the acknowledgments should read as follows:

This Report was submitted in fulfillment of [CalEPA contract number and project title] by [contractor organization] under the [partial] sponsorship of the California Environmental Protection Agency. Work was completed as of [date].

*Table of Contents.* This should list all the sections, chapters, and appendices, together with their page numbers. Check for completeness and correct reference to pages in the Report.

*List of Figures.* This list is optional if there are fewer than five illustrations.

*List of Tables.* This list is optional if there are fewer than five tables.

*Abstract.* The abstract should tell the reader, in non-technical terms, the purpose and scope of the work undertaken, describe the work performed, and present the results obtained and conclusions. The purpose of the abstract is to provide the reader with useful information and a means of determining whether the complete document should be obtained for study. The length of the abstract should be no more than about 200 words. Only those concepts that are addressed in the executive summary should be included in the abstract.

Example of an abstract:

A recently developed ground-based instrument, employing light detecting and ranging (lidar) technology, was evaluated and found to accurately measure ozone concentrations at altitudes of up to 3,000 meters. The novel approach used in this study provides true vertical distributions of ozone concentrations aloft and better temporal coverage of these distributions than other, more common methods, such as those using aircraft and ozone sonde (balloon) techniques.

The ozone and aerosol measurements from this study, in conjunction with temperature and wind measurements, will provide a better characterization of atmospheric conditions aloft and the processes involved in the formation of unhealthy ozone concentrations than can be achieved with traditional ground-based monitors.

*Executive Summary.* The function of the executive summary is to inform the reader about the important aspects of the work that was done, permitting the reader to understand the research without reading the entire Report. It should state the objectives of the research and briefly describe the experimental methodology (methodologies) used, results, conclusions, and recommendations for further study. All of the concepts brought out in the abstract should be expanded upon in the Executive Summary. Conversely, the Executive Summary should not contain concepts that are not expanded upon in the body of the Report.

The Executive Summary will be used in several applications as written; therefore, please observe the style considerations discussed below.

Limit the Executive Summary to two pages, single spaced.

Use narrative form. Use a style and vocabulary level comparable to that in Scientific American or the New York Times.

Do not list contract tasks in lieu of discussing the methodology.

Discuss the results rather than listing them.

Avoid jargon.

Define technical terms.

Use passive voice if active voice is awkward.

Avoid the temptation to lump separate topics together in one sentence to cut down on length.

The Executive Summary should contain four sections: Background, Methods, Results, and Conclusions, described below.

**THE BACKGROUND SECTION.** For the Background, provide a one-paragraph discussion of the reasons the research was needed. Relate the research to the Board's regulatory functions, such as establishing ambient air quality standards for the protection of human health, crops, and ecosystems; the improvement and updating of emissions inventories; and the development of air pollution control strategies.

**THE METHODS SECTION.** At the beginning of the Methods section, state what was done in general, in one or two sentences. The methodology should be described in general, non-technical terms, unless the purpose of the research was to develop a new methodology or demonstrate a new apparatus or technique. Even in those cases, technical aspects of the methodology should be kept to the minimum necessary for understanding the project. Use terminology with which the reader is likely to be familiar. If it is necessary to use technical terms, define them. Details, such as names of manufacturers and statistical analysis techniques, should be omitted. Specify when and where the study was performed, if it is important in interpreting the results. The findings should not be mentioned in the Methods section.

**THE RESULTS SECTION.** The Results section should be a single paragraph in which the main findings are cited and their significance briefly discussed. The results should be presented as a narrative, not a list. This section must include a discussion of the implications of the work for the Board's relevant regulatory programs.

**THE CONCLUSIONS SECTION.** The Conclusions section should be a single short paragraph in which the results are related to the background, objectives, and methods. Again, this should be presented as a narrative rather than a list. Include a short discussion of recommendations for further study, adhering to the guidelines for the Recommendations section in the body of the Report.

**Body of Report.** The body of the Report should contain the details of the research, divided into the following sections:

**INTRODUCTION.** Clearly identify the scope and purpose of the project. Provide a general background of the project. Explicitly state the assumptions of the study.

Clearly describe the hypothesis or problem the research was designed to address. Discuss previous related work and provide a brief review of the relevant literature on the topic.

**MATERIALS AND METHODS.** Describe the various phases of the project, the theoretical approach to the solution of the problem being addressed, and limitations to the work. Describe the design and construction phases of the project, materials, equipment, instrumentation, and methodology. Describe quality assurance and quality control procedures used. Describe the experimental or evaluation phase of the project.

**RESULTS.** Present the results in an orderly and coherent sequence. Describe statistical procedures used and their assumptions. Discuss information presented in tables, figures and graphs. The titles and heading of tables, graphs, and figures, should be understandable without reference to the text. Include all necessary explanatory footnotes. Clearly indicate the measurement units used.

**DISCUSSION.** Interpret the data in the context of the original hypothesis or problem. Does the data support the hypothesis or provide solutions to the research problem? If appropriate, discuss how the results compare to data from similar or related studies. What are the implications of the findings? Identify innovations or development of new techniques or processes. If appropriate, discuss cost projections and economic analyses.

**SUMMARY AND CONCLUSIONS.** This is the most important part of the Report because it is the section that will probably be read most frequently. This section should begin with a clear, concise statement of what, why, and how the project was done. Major results and conclusions of the study should then be presented, using clear, concise statements. Make sure the conclusions reached are fully supported by the results of the study. Do not overstate or over interpret the results. It may be useful to itemize Secondary results and conclusions. A simple table or graph may be used to illustrate.

**RECOMMENDATIONS.** Use clear, concise statements to recommend (if appropriate) future research that is a reasonable progression of the study and can be supported by the results and discussion.

**References.** Use a consistent style to fully cite work referenced throughout the Report and references to closely related work, background material, and publications that offer additional

information on aspects of the work. Please list these together in a separate section, following the body of the Report. If the Report is lengthy, you may list the references at the end of each chapter.

*List of inventions reported and publications produced.* If any inventions have been reported, or publications or pending publications have been produced as a result of the project, the titles, authors, journals or magazines, and identifying numbers that will assist in locating such information should be included in this section.

*Glossary of terms, abbreviations, and symbols.* When more than five of these items are used in the text of the Report, prepare a complete listing with explanations and definitions. It is expected that every abbreviation and symbol will be written out at its first appearance in the Report, with the abbreviation or symbol following in parentheses [i.e., carbon dioxide (CO<sub>2</sub>)]. Symbols listed in table and figure legends need not be listed in the Glossary.

*Appendices.* Related or additional material that is too bulky or detailed to include within the discussion portion of the Report should be placed in appendices. If a Report has only one appendix, it should be entitled "APPENDIX". If a Report has more than one appendix, each should be designated with a capital letter (APPENDIX A, APPENDIX B). If the appendices are too large for inclusion in the Report, they should be collated, following the binding requirements for the Report, as a separate document. The Project Manager will determine whether appendices are to be included in the Report or treated separately. Page numbers of appendices included in the Report should continue the page numbering of the Report body. Pages of separated appendices should be numbered consecutively, beginning at "1".

## ATTACHMENT 11 – COMMERCIALLY USEFUL FUNCTION DOCUMENTATION

All certified small business, micro business, or DVBE contractors, subcontractors or suppliers shall meet the CUF requirements under GC section 14837(d) (4)(A) (i-v) (for SB) and Military and Veterans Code section 999(b)(5)(B) (i) (I-V) (for DVBE) as stated below.

VENDOR NAME: \_\_\_\_\_

SUBCONTRACTOR NAME: \_\_\_\_\_

Mark all that apply:

DVBE

☐

Small Business

☐

Micro Business

☐

### SECTION 1:

A person or entity is deemed to perform CUF, if a person or entity **does** all of the following. (Please answer the following questions.)

I.	Is responsible for the execution of a distinct element of the work of the Agreement.	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
II.	Carries out the obligation by actually performing, managing, or supervising the work involved.	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
III.	Performs work that is normal for its business services and functions.	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
IV.	Is responsible, with respect to products, inventories, materials, and supplies required for the Agreement, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment.	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
V.	Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>

NOTE: A response of "No" to any of the questions above may result in your Response to be deemed **non-responsive** and disqualified.

### SECTION 2:

The Bidder shall provide a written statement detailing the role, services and/or goods the subcontractor(s) will provide to meet the CUF requirement.

VI.	Describe the specific role(s) of the subcontractor for this project (e.g. data conversion, training, etc.):	
VII.	Describe the goods/services to be provided for this project (include a description of the bidder versus the subcontractor responsibilities for each role):	

SIGNATURE OF VENDOR (PRIME): \_\_\_\_\_

DATE: \_\_\_\_\_

## ATTACHMENT – 12 IRAN CONTRACTING ACT

### IRAN CONTRACTING ACT **(Public Contract Code sections 2202-2208)**

Prior to bidding on, submitting a proposal or executing a contract or renewal for a State of California contract for goods or services of \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

#### **OPTION #1 - CERTIFICATION**

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Vendor Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in</i>	

#### **OPTION #2 – EXEMPTION**

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		<i>Date Executed</i>